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Hearing Date: June 19, 2006  
10:00 A.M.

**REDACTED**

Attorneys for Wilmington Trust Company,  
as Indenture Trustee

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:	:
	:
DELPHI CORPORATON, <i>et al.</i> ,	:
	:
Debtors.	:
	:
-----X	

Chapter 11  
Case No. 05-44481 (RDD)  
(Jointly Administered)

**AMENDED OBJECTION OF WILMINGTON TRUST COMPANY, AS INDENTURE  
TRUSTEE, TO MOTION FOR ORDER UNDER 11 U.S.C. § 363(B) AND FED. R.  
BANKR. P. 2002 AND 6004 APPROVING DEBTORS' ENTRY INTO TRANSFER  
AGREEMENT WITH JOHNSON CONTROLS, INC. PROVIDING FOR (A) SALE OF  
ACQUIRED ASSETS FREE AND CLEAR OF LIENS, CLAIMS, AND  
ENCUMBRANCES, (B) CONTINUATION AND TRANSITION OF SUPPLY TO  
JOHNSON CONTROLS, INC. OF BATTERY PRODUCTS OUT OF  
FITZGERALD FACILITY, AND (C) IMPLEMENTATION OF  
ATTRITION PLAN WITH RESPECT TO NEW BRUNSWICK FACILITY  
IN ACCORDANCE WITH IUE-CWA MEMORANDUM**

Wilmington Trust Company ("WTC"), in its capacity as indenture trustee with respect to the senior notes and debentures (the "Senior Debt") in the aggregate principal amount of \$2 billion issued by Delphi Corporation ("Delphi"), by and through its attorneys, Kirkpatrick & Lockhart Nicholson Graham LLP, hereby files this amended objection to the Motion for Order Under 11 U.S.C. § 363(b) and Fed. R. Bankr. P. 2002 and 6004 Authorizing and Approving Debtors' Entry into Transfer Agreement with Johnson Controls, Inc. Providing for (A) Sale of

Acquired Assets Free and Clear of Liens, Claims and Encumbrances, (B) Continuation and Transition of Supply to Johnson Controls, Inc. of Battery Products Out of Fitzgerald Facility, and (C) Implementation of Attrition Plan with Respect to New Brunswick Facility in Accordance with IUE-CWA Memorandum (the "Motion") filed by Delphi and its debtor subsidiaries and affiliates (collectively, the "Debtors"), stating as follows:

### **INTRODUCTION**

1. WTC takes no position regarding the wisdom of the decision by Delphi Automotive Systems, LLC ("DAS LLC") to sell its battery business to Johnson Controls, Inc. ("JCI"), nor with respect to DAS LLC's decision to implement an attrition program in connection with that sale.

2. WTC strenuously objects, however, to the Debtors' proposal to have Delphi Corporation fund an attrition program for the benefit of DAS LLC and its employees, at a cost of up to \$22.8 million, without even attempting to show why such an expenditure is in the best interests of Delphi Corporation and its own creditors.

### **BACKGROUND**

3. Pursuant to the terms of a Master Sale and Purchase Agreement between Johnson Controls, Inc. ("JCI") and Delphi Corporation dated June 30, 2005 (the "MSA"; true and correct copy annexed hereto as Exhibit A), Delphi agreed to cause the

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] which is owned by DAS LLC. MSA Schedule 1.

4. Simultaneously with the execution and delivery of the MSA, JCI and DAS LLC entered into the New Brunswick Put and Call Agreement dated June 30, 2005 (the "Put and

Call Agreement"; true and correct copy annexed hereto as Exhibit B). Under the terms of the Put and Call Agreement, [REDACTED]

[REDACTED] Put and Call Agreement [REDACTED]

5. Pursuant to Section [REDACTED] of the Put and Call Agreement, to the extent that

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

6. The [REDACTED] to have been [REDACTED] under the terms of the Put and Call Agreement was expected to [REDACTED]

7. Because [REDACTED]

[REDACTED]  
[REDACTED] the Put and Call Agreement has now been abandoned in favor of the Transfer Agreement Relating to Transfer of Delphi's New Brunswick Facility to JCI dated May 26, 2006 between JCI and DAS LLC (the "Transfer Agreement"; true and correct copy annexed hereto as Exhibit C).

8. Pursuant to the terms of the Transfer Agreement, the sale of the New Brunswick Facility is subject to implementation of an Attrition Plan (the "Attrition Plan") to be

[REDACTED]

entered into between Delphi Corporation and the IUE-CWA. As proposed, Delphi Corporation will pay the entire cost of the Attrition Plan, which is expected to cost between \$18 and \$22.8 million.

9. Pursuant to the terms of the Transfer Agreement, JCI is required to reimburse DAS LLC for up to \$12.5 million of the cost of the Attrition Plan. The Debtors have since agreed to provide in the order approving the Motion that the \$12.5 million reimbursement from JCI will, instead, be paid to Delphi Corporation because Delphi Corporation is paying the cost of the Attrition Plan.

10. According to the Debtors, [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

11. Although Delphi Corporation will thus receive [REDACTED] pursuant to the transaction, it faces costs under the Attrition Plan of up to \$22.8 million. In addition to the [REDACTED] that Delphi did not have under the Put and Call Agreement, Delphi also effectively loses the benefit of the [REDACTED] under the [REDACTED] because Delphi Corporation must now [REDACTED] the Attrition Plan. In contrast, [REDACTED]  
[REDACTED]. Thus, Delphi Corporation is worse off [REDACTED]  
[REDACTED] and possibly by [REDACTED] as a result of the implementation of the Transfer Agreement rather than the Put and Call Agreement.

12. In contrast, DAS LLC, which was obligated to [REDACTED]

[REDACTED] now  
pays nothing under the Transfer Agreement in connection with the Attrition program.

**DELPHI CORPORATION'S PARTICIPATION IN THE SALE OF  
THE NEW BRUNSWICK FACILITY IS NOT A  
PROPER EXERCISE OF ITS BUSINESS JUDGMENT.**

13. Facilitating the sale of the New Brunswick Facility may well be in the best interests of DAS LLC and its creditors for all of the reasons set forth in the Motion. Delphi Corporation, however, has an independent fiduciary duty to act in the best interests of its creditors without regard to the potentially conflicting interests of its subsidiaries and affiliates, including DAS LLC.

14. Nevertheless, the Motion makes no effort to explain how the relief requested, which involves a substantial expenditure of funds by Delphi Corporation for the benefit of DAS LLC and its creditors, would or could conceivably advance the interests of Delphi Corporation's own creditors.

15. In discovery, the Debtors have asserted [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

16. This putative justification for imposing on Delphi Corporation the cost of providing incentives to DAS LLC employees to retire or otherwise leave their employment is premised on a number of legal errors and factual distortions.

17. First, Delphi Corporation's status as a signatory to a collective bargaining agreement ("CBA") does not mean that Delphi Corporation actually *employs* any of the workers

covered by the CBA, nor that it necessarily has any obligation to provide such employment for the workers covered by the CBA.

18. Contrary to the Debtors' suggestion, a CBA is simply not the same thing as an employment contract. As explained by the Supreme Court in J.J. Case Co. v. National Labor Relations Board, 321 U.S. 332 (1944):

Collective bargaining between employer and the representatives of a unit, usually a union, results in an accord as to the terms which will govern hiring and work and pay in that unit. **The result is not, however, a contract of employment except in rare cases; no one has a job by reason of it and no obligation to any individual ordinarily comes into existence from it alone.** The negotiations between union and management result in what often has been called a trade agreement, rather than in a contract of employment.

Id. at 335 (emphasis added); see also Airline Pilots Assoc. Int'l. v. Continental Airlines, Inc. (In re Continental Airlines Corp.), 901 F.2d 1259, 1264 (5<sup>th</sup> Cir. 1990) ("Unlike a contract of employment, ordinarily a collective bargaining agreement does not create an employer-employee relationship; and its rejection does not terminate an employment relationship. It neither obligates any employee to perform work nor requires the employer to provide work.").

19. The Debtors have repeatedly stated that the unionized employees at the New Brunswick Facility are either employed directly by DAS LLC or employed by Delphi Automotive Systems Human Resources LLC and leased to DAS LLC. Exhibit 4.1 §1. J. to the Transfer Agreement specifically states that the employees to be covered by the Attrition Plan are employed by DAS LLC. These employees are paid by DAS LLC out of the cash pooling operation maintained by DAS LLC.

20. Equally misleading is the Debtors' suggestion that DAS LLC is somehow not bound by the CBA that covers its employees – and is thus doing a favor to Delphi

Corporation by abiding by its terms -- simply because DAS LLC is not a signatory to that agreement.

21. Under the so-called “joint employer” doctrine of labor law, a non-signatory to a CBA, like DAS LLC, may nevertheless be bound its terms if “it *share[s]* or co-determine[s] those matters governing the essential terms and conditions of employment” with a signatory. See N.L.R.B. v. Browning Ferris Indus. of Pennsylvania, Inc., 691 F.2d 1117 (3d Cir. 1982).

22. In this case, it is clear that the employees covered by the CBA at issue here are employees of DAS LLC, perform their services at facilities owned by DAS LLC and are paid for their services by DAS LLC.

23. Indeed, Exhibit 4.1 to the Transfer Agreement defined the Delphi-IUE-CWA National Agreement as:

the nationally negotiated collective bargaining agreements, including any letter agreements, MOUs, supplemental agreements and all applicable employee benefit plans in effect between seller and the IUE-CWA.

Transfer Agreement, Exhibit 4.1 §1.D. (emphasis supplied). Thus, DAS LLC has conceded that it is bound by the terms of the CBA.

24. Moreover, if DAS truly believed that it was not bound to observe the provisions of the CBA, it is inconceivable that it would continue to pay what it considers to be substantially above market compensation and benefit arrangements for its employees.

25. Under the circumstances, the Motion appears to be the latest example of the Debtors’ willingness to treat Delphi Corporation as a communal piggybank to be tapped for the benefit of its operating subsidiaries rather than a separate and distinct legal entity, with interests and obligations distinct from those of its subsidiaries and a fiduciary duty to advance the interests of its own creditors and equity holders.

26. Under the guise of a [REDACTED] the Debtors have taken the opportunity to change the economics of the transaction by [REDACTED] [REDACTED] and shifting those costs to Delphi Corporation, even though Delphi Corporation receives no benefit from this transaction<sup>2</sup>.

27. The Debtors have failed to demonstrate the existence of any "good business reason" for Delphi Corporation's participation in this transaction, and the Motion must therefore be denied. In re Lionel Corp., 722 F.2d 1063, 1071 (2d Cir. 1983).

WHEREFORE, WTC respectfully requests that the Court enter an Order denying the Motion insofar as it obligates Delphi Corporation to fund the cost of the Attrition Program and granting such other and further relief as this Court deems just and proper.

Dated: New York, New York  
June 16, 2006

KIRKPATRICK & LOCKHART  
NICHOLSON GRAHAM LLP

By: /s/ Edward M. Fox  
Edward M. Fox (EF1619)  
A Member of the Firm  
Attorneys for Wilmington Trust Company,  
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<sup>2</sup> Because DAS LLC is insolvent, Delphi's membership interest in DAS LLC is of no value. Any funds expended by Delphi for the benefit of DAS LLC simply enhance the recovery to the creditors of DAS LLC at the expense of the creditors of Delphi Corporation.



**EXHIBIT A**

**Filed Under Seal Pursuant To**

**Agreed Protective Order Governing Production And  
Use Of Confidential And Highly Confidential Information  
In Connection With The Within Chapter 11 Cases,  
Including Contested Matters And Adversary Proceedings  
dated January 12, 2006**

**EXHIBIT B**

**Filed Under Seal Pursuant To**

**Agreed Protective Order Governing Production And  
Use Of Confidential And Highly Confidential Information  
In Connection With The Within Chapter 11 Cases,  
Including Contested Matters And Adversary Proceedings  
dated January 12, 2006**

Exhibit C

EXECUTION COPY

**TRANSFER AGREEMENT RELATING TO  
TRANSFER OF DELPHI'S NEW BRUNSWICK  
BATTERY FACILITY TO JCI**

THIS AGREEMENT, made and entered into this 26th day of May, 2006 by and between JOHNSON CONTROLS, INC., a Wisconsin corporation ("Buyer") and DELPHI AUTOMOTIVE SYSTEMS LLC, a Delaware limited liability company ("Seller").

**R E C I T A L S:**

**WHEREAS**, Seller is engaged in the Business (as hereinafter defined).

**WHEREAS**, on October 8, 2005 (the "**Petition Date**"), Seller and certain of its Affiliates filed voluntary petitions for relief (the "**Bankruptcy Cases**") under Chapter 11 of Title 11, U.S.C. §§101 et seq. (as amended) (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**").

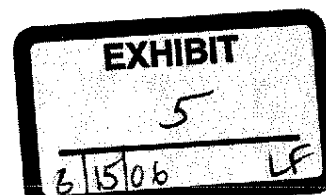
**WHEREAS**, upon the terms and subject to the conditions set forth in this Agreement, and as authorized under Sections 363 and 365 of the Bankruptcy Code, Seller wishes to sell to Buyer, all right, title and interest of Seller in and to the Acquired Assets (as hereinafter defined), and Buyer wishes to make such purchase; subject to the conditions set forth in this Agreement.

**WHEREAS**, Buyer and Seller are parties to a Tier 2 Component Supply Agreement ("**CSA**") under which Seller manufactures SLI batteries, at the Seller's facility in New Brunswick, New Jersey (the "**Facility**").

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, Buyer and Seller agree as follows:

**1. DEFINITIONS.** As used in this Agreement, the following words, when capitalized, shall have the respective meanings set forth below:

**1.1 "Acquired Assets"** means the Real Property and all of the following assets to the extent owned by Seller and used or held for use primarily or exclusively in the Business at the Facility: (i) Administrative Assets; (ii) Permits; (iii) Personal Property owned by Seller, located at the Facility and used for manufacturing Products for Buyer under the CSA, including any addition thereto or any replacement, adjustment or modification thereof; and (iv) certain Inventory of the Business. Exhibit 1.1 to this Agreement contains a list of the Acquired Assets consisting of Personal Property and Real Property as of the date hereof to the best of Seller's Knowledge. For the avoidance of doubt, it is specified that the term "**Acquired Assets**" does not include: (i) any machinery, equipment and other assets owned by Buyer; (ii) any of Seller's assets within its Laurel, Mississippi or Flint, Michigan operations (which make plastic battery trays, covers and other plastic components of Products) or Fitzgerald, Georgia operations (without affecting JCI's rights to its bailed assets within those facilities); (iii) assets owned by third parties; (iv) except as set forth in Section 7.3 (Indemnity), the benefits of any of Seller's or Seller's Affiliates' insurance policies relating to the operation of the



Business (including any right to proceeds thereunder); (v) all finished goods Inventory and all inventories, products, rights, properties, assets and businesses of the Business which shall have been transferred or disposed of by Seller prior to Completion in the Ordinary Course of Business or not otherwise in breach of this Agreement; (vi) Any Inventory consisting of work in process (other than green group batteries), or raw materials not listed on Exhibit 1.11 of this Agreement, including the excluded raw materials Inventory set forth on Exhibit 1.1(vi); (vii) any Contracts; and (viii) any document or information the transfer of which is prohibited by law or regulation.

**1.2 "Administrative Assets"** means books, records and other administrative assets including advertising and promotional materials, catalogues, price lists, correspondence, mailing lists, customer lists, vendor lists, photographs, production data, sales materials and records, purchasing materials and records, personnel records of employees, billing records, accounting records, other financial records, sale order files, tool routings, labor routings, facility blueprints, service blueprints and plant layouts; provided, however that Administrative Assets does not include Technical Documentation or information and materials protected by attorney-client privilege (the lack of which materials are not material to the operation of the Business under the CSA).

**1.3 "Affiliate"** means with respect to any Party any business or other entity directly or indirectly controlling, controlled by or under common control with such specified entity. For purposes of this definition, control means ownership of more than fifty percent (50%) of the shares or other equity interest having power to elect directors or persons performing a similar functions.

**1.4 "Agreement"** means this Transfer Agreement, including Exhibit 4.1 and all other exhibits to this Agreement.

**1.5** Intentionally omitted.

**1.6 "Business"** means the manufacture of starting SLI batteries by Seller at the Facility.

**1.7 "Completion"** means completion of the purchase of the Acquired Assets by Buyer resulting from and in accordance with this Agreement.

**1.8 "Completion Date"** means the date of Completion of the transfer of the Facility to Purchaser under this Agreement.

**1.9 "Contracts"** means purchase orders, service contracts, leases, product warranty or service agreements and other commitments, agreements and undertakings relating to the Business.

**1.10 "Improvements"** means buildings, fixtures and other improvements to Real Property, including the Facility.

**1.11 "Inventory"** included within the Acquired Assets means finished Products, raw materials set forth on Exhibit 1.11, work-in-process consisting of green group batteries, packaging, stores, stock, supplies, spare parts and other inventory used in making Products located at the Facility.

**1.12 "Lien"** means any lien, mortgage, charge, pledge, security interest, restriction on transferability, easement, defect of title or other claim, easement, encroachment or other encumbrance of any nature whatsoever on any Acquired Asset.

**1.13 "IUE Consent"** means the IUE waiver of "no sale" provisions contained in the Delphi-IUE-CWA National Agreement (as defined in Exhibit 4.1) and IUE waiver of the Buyer's assumption of the Unpublished Delphi IUE-CWA Neutrality Letter or any other neutrality agreement, included as part of Exhibit 1.13 of this Agreement.

**1.14 "Purchase Price"** means the purchase price to be paid for the Acquired Assets, exclusive of any Transaction Taxes, equal to One Dollar (\$1.00) plus (i) \$20.00 for every green group battery, and (ii) the CSA price for all finished goods Inventory, in each case located at the Facility as of close of business on July 31, 2006, based on a physical inventory to be conducted by the parties.

**1.15 "Ordinary Course of Business"** means the ordinary course of business of the Business, consistent with past practice and custom, including the CSA.

**1.16 "Party" or "Parties"** means Buyer and/or Seller.

**1.17 "Permits"** means permits, concessions, grants, franchises, licenses and other governmental authorizations and approvals issued to Seller and that relate exclusively to the Facility or the Acquired Assets, to the extent that Seller or any of its Affiliates has the power, authority or right to transfer or assign such Permits.

**1.18 "Permitted Lien"** means: (i) any Lien for taxes not yet delinquent; (ii) any statutory Lien arising in the ordinary course of business by operation of law with respect to a liability that is not yet delinquent; (iii) purchase money security interests arising in the Ordinary Course of Business; (iv) security interests relating to vendor tooling arising in the Ordinary Course of Business; (v) Liens and encumbrances of record; and (vi) Liens consented to by Buyer (such consent not to be unreasonably withheld).

**1.19 "Personal Property"** means tangible personal property other than Administrative Assets, Inventory, including production machinery, equipment, tools, dies, jigs, molds, patterns, gauges, production fixtures, material handling equipment, business machines, office furniture and fixtures, in-factory vehicles, trucks, model shop equipment, laboratory test fixtures and other tangible personal property used by the Business, whether located at the Facility, at the place of business of a vendor or elsewhere.

**1.20 "Products"** means SLI batteries.

**1.21 "Real Property"** means the real property used by the Business and owned by Seller, as described in Exhibit 1.21, and all Improvements located thereon.

**1.22 "Sale Approval Order"** means an order or orders of the Bankruptcy Court issued pursuant to Sections 363 and 365 of the Bankruptcy Code substantially in the form set forth on Exhibit 1.22 to this Agreement, authorizing and approving, among other things, the sale, transfer and assignment of the Acquired Assets to Buyer in accordance with the terms and conditions of this Agreement, free and clear of all Liens other than Permitted Liens.

**1.23 "Seller's Knowledge" or "Knowledge of Seller"** means the knowledge of any of the individuals listed on Exhibit 1.23 with respect to their respective functional areas of expertise. For this purpose, an individual will be deemed to have Knowledge of a particular fact or other matter if: (i) such individual is actually aware of such fact or other matter; or (ii) a prudent individual would be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonable inquiry of Delphi's files and its employees who, in the ordinary course of their job responsibilities, would reasonably be expected to have actual possession or actual personal Knowledge of such information.

**1.24 "SLI Batteries"** means starting, lighting and ignition lead-acid batteries.

**1.25 "Technical Documentation"** means: (i) assembly and parts drawings, material specifications and drawings for Products; (ii) information to assemble Products; (iii) labor and tool routing sheets; drawings of special tools, fixtures, dies, jigs, gauges and patterns, and service information; and (iv) operating manuals, instructions and other available, relevant documents relating to the operation of the machinery and equipment located at the Facility.

**1.26 "Transaction Taxes"** mean any sales taxes, documentary and stamp taxes, transfer taxes, use taxes, excise taxes, value-added taxes, registration duties, gross receipts or similar charges, all charges for filing and recording documents in connection with the transfer of the Acquired Assets.

## **2. COMPLETION OF THE SALE OF THE ACQUIRED ASSETS:**

**2.1 Completion.** Subject to the conditions set forth in this Section 2.1, Completion shall take place on the Completion Date at the offices of Seller in Troy, Michigan or at such other place as Buyer and Seller may jointly determine. The Completion date will be the later of August 1 (12:01AM EST), 2006 and the date that is ten (10) days after the date of the Sale Approval Order, unless otherwise agreed by the Parties. Each Party's obligation to perform at the Completion Date is subject to:

A. Bankruptcy Court approval of the Sale Approval Order, including without limitation, approval of Exhibit 1.13.

B. Completion of the implementation of the attrition plan set forth in Exhibit 1.13 (the "**Attrition Plan**") to reduce the number of U.S. Hourly Employees to approximately one hundred (100) U.S. Hourly Employees, in accordance with the terms of the IUE Consent;

C. Seller must not have negotiated any other Collective Bargaining Agreement which purports to be applicable to the New Brunswick Facility.

D. The other Party's being in compliance, in all material respects, with its agreements with respect to Employee Matters that are such other Party's responsibility, and to be performed before Completion as described in Exhibit 4.1 hereto, and with such Party's representations and warranties set forth in Section 3 of this Agreement being true and correct in all material respects as of

the Completion Date, except where a failure is due to the acts or omissions of the other Party;

E. The other Party must not be in default in any material respect under, and must not have rejected, the CSA dated June 30, 2005;

F. The Facility must be an operational plant producing Products in accordance with the CSA, with such changes as contemplated in Exhibit 1.13; and

G. The other party shall be in compliance in all material respects with the Environmental Matters Agreement dated June 30, 2005 with respect to the Facility.

H. Each Party undertakes to pay to the other or to the relevant tax authorities the Transaction Taxes as required by applicable law and in accordance with Section 1.26.

**2.2 Seller Deliveries at Completion.** At Completion Seller shall deliver to Buyer:

A. A Bill of Sale for the Personal Property and Inventory, substantially in the form of Exhibit 2.2A hereto, duly executed together with an invoice relating to the Acquired Assets transferred;

B. A covenant deed for the Real Property;

C. A certificate that all the representations and warranties made in Article 3 by Seller are true and correct in all material respects, and that it has complied with its obligations under this Section 2.2, with the same force and effect, and subject to the same qualifications, as though made at Completion;

D. Officer's certificate stating that at least \$12.5 million USD has been incurred by Delphi in furtherance of the Attrition Plan, as referred to in Section 3.A(xi) of Exhibit 4.1; and

E. Such other documents as may be necessary to give Buyer good and valid title to and ownership of the Acquired Assets.

**2.3 Buyer Deliveries at Completion.** At Completion Buyer shall:

A. A certificate that all the representations and warranties made in Section 3 by Buyer are true and correct in all material respects, and that it has complied with its obligations under this Section 2.3, with the same force and effect, and subject to the same qualifications, as though made at Completion; and

B. Pay to Seller the Purchase Price by wire transfer in accordance with wiring instructions to be provided by Seller before Completion.



**2.4 Transfer of Acquired Assets.** Seller and Buyer hereby agree that, as of the Completion Date, title and risk of loss to all Acquired Assets shall pass from Seller to Buyer.

**2.5 Post Closing Deliveries.** Buyer will pay for assets, goods or services ordered by Seller on or before Completion for the Business in the Ordinary Course of Business to the extent such assets, goods or services are received by the Business after the Completion Date; other than Inventory items that have been excluded from the Acquired Assets under Section 1.1(vi) of this Agreement. If any such excluded items are delivered to the facility after Completion, Buyer will promptly contact Seller and segregate such items in a reasonable manner, and Seller and Buyer will cooperate in Seller's removal of such items within 30 days after such notice as set forth in Section 8.15 below.

**2.6 Prorations, Adjustments of Expenses Following Completion:**

**A. Prorations:**

(i) To the extent that Seller makes any payment relating to the Business prior to, on or following the Completion Date with respect to any item listed in clause (ii) below relating to periods following the Completion Date for which Buyer will receive a benefit, Buyer shall reimburse Seller on a per diem basis, unless otherwise provided for; and

(ii) To the extent Buyer makes any payment relating to the Business following the Completion Date with respect to any item listed below relating to periods on or prior to the Completion Date for which Seller received a benefit, Seller shall reimburse Buyer on a per diem basis, unless otherwise provided for, in each case for the following:

(a) Personal, real property and other ad valorem Taxes, with real property Taxes allocated pursuant to Section 5.5.

(b) Water, wastewater treatment, sewer charges and other similar types of charges and/or Taxes thereon and any other assessments payable with respect to the Business.

(c) Electric, fuel, gas, telephone and other utility charges.

(d) Reimbursable employee business expenses will be paid by Seller if incurred prior to or on the Completion Date or Buyer if incurred after the Completion Date.

(e) Rentals and other charges under leases to be transferred to or assumed by the Buyer pursuant to this Agreement.

(f) Payments and charges due pursuant to any Contract (other than pursuant to collective bargaining agreements,

Benefit Plans (as defined in Section 3(3) of ERISA)), employee payroll-related items except as set forth in clause (d), Permit, commitment or other binding arrangement to which Seller is a party or is obligated and which are being assumed by the Buyer pursuant to this Agreement or offered to Buyer by Seller on a transition services basis, as may be agreed by the Parties prior to Completion.

B. **Further Assurance.** To the extent that, after the Completion Date, Delphi, on the one hand, or Buyer, on the other hand, receives any bills or invoices for any of the items listed in this Section 2.6 or similar items, relating to both pre-Completion and post-Completion periods, such Party shall, within ten (10) business days, send any such bills or invoices to the other Party. If necessary to avoid incurring interest, penalties and/or late charges, the Party receiving any such bill or invoice shall pay all amounts shown to be due thereon, and shall invoice the other Party for all amounts owed by such other Party thereunder, and such other Party shall reimburse such amounts in accordance with Section 2.6C.

C. **Payments.** Any payments due under this Section 2.6 shall be made within fifteen (15) days after the end of the month in which a bill or invoice is sent to a Party pursuant to Section 2.6C; provided, however, that the disputed portion of any such item shall be paid within fifteen (15) days after the final determination thereof on an item-by-item basis. When any Party makes a payment to a third party which is required to be reimbursed to it by another Party, the reimbursement payment shall be considered the repayment of an advance. Such payments shall be made by wire transfer in immediately available funds.

2.7 **Approvals and Consents; Cooperation; Notification.** Seller shall notify, as required by the Bankruptcy Court, all parties entitled to notice of the proposed sale of the Acquired Assets to Buyer, and Buyer will cooperate with Seller in attempting to obtain the Sale Approval Order.

2.8 **Fitzgerald.** Regarding Delphi's supply of Products to JCI from Delphi's Fitzgerald, Georgia battery manufacturing facility, Delphi will continue to supply such batteries to JCI in accordance with the terms of the Component Supply Agreement between the parties dated July 1, 2005 ("CSA"), as amended. In no event shall the pricing of Products manufactured at Fitzgerald be modified other than the GM discounts and other changes and adjustments contemplated by the existing CSA terms.

### 3. **REPRESENTATIONS, WARRANTIES AND INDEMNITIES:**

3.1 **Representations and Warranties made by each Party.** Each of Seller and Buyer makes the representations and warranties contained in this Article 3 to the other Party except for those in Section 3.6, which are made solely by Seller to Buyer. The representations and warranties contained in this Article 3 are made on the date of this Agreement and are deemed to be repeated on the Completion Date.

3.2 **Power and Authority.** Subject to Bankruptcy Court approval of the Sale Approval Order, it has the power to execute, deliver and perform this Agreement, and

has taken all necessary action to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby.

**3.3 Authorizations.** Subject to Bankruptcy Court approval of the Sale Approval Order, all authorizations required in connection with the execution, delivery, performance, validity and enforceability of, and the transactions contemplated by, this Agreement have been obtained or effected and are in full force and effect, provided, however, that performance of this Agreement is subject to Buyer and Seller taking necessary action as required to meet their respective obligations regarding employee matters, as set forth on Exhibit 4.1 hereto.

**3.4 Enforceability.** Subject to Bankruptcy Court approval of the Sale Approval Order, this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

**3.5 No Breach.** Subject to Bankruptcy Court approval of the Sale Approval Order, entering into this Agreement and performing its undertakings hereunder shall not result in the breach of any provision of, or constitute a default under, any judgment, decree, indenture, mortgage or other agreement or instrument to which it is a party or by which it is bound.

**3.6 Miscellaneous Matters Relating to Business:**

A. **Ownership of the Acquired Assets.** Seller has good, valid and marketable title to the Acquired Assets, and upon entry by the Bankruptcy Court of the Sale Approval Order, Seller shall transfer and convey the Acquired Assets free and clear of any Lien other than Permitted Liens. Except for this Agreement and the Bankruptcy Court approvals reflected in the Sale Approval Order, the Real Property will be transferred free and clear of any restrictions with respect to the transferability or divisibility thereof. At the Closing, Buyer will receive good and marketable fee title or leasehold title (as applicable) to all of the Real Property owned by Seller, free and clear of all Liens other than the Permitted Liens.

B. **Condition.** The Real Property and Personal Property (other than Inventory) have been maintained as required by the CSA and are in such condition (considering age and purpose for which used) as to enable the Business to be conducted as currently conducted without material disruption.

C. **Inventory.** SELLER MAKES NO WARRANTY OF WHATSOEVER KIND OR NATURE REGARDING INVENTORY, ALL OF WHICH IS BEING SOLD "AS IS" AND "WHERE IS", AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE CONDITION OF THE INVENTORY AND EACH PART THEREOF, AND THE ADEQUACY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INVENTORY OR ANY PART THEREOF.

D. **Real Property.** To Seller's Knowledge, the use of the Real Property as currently used is a permitted use by right in the applicable zoning classification and is not a nonconforming use or a conditioned use, and no variances are needed and none have been granted with respect to the Real

Property. There are currently in full force and effect duly issued certificates of occupancy permitting the Real Property and the Facility to be legally used and occupied for the purpose of conducting the Business. The Real Property has rights of access to dedicated public highways. To Seller's Knowledge, no fact or condition exists that would prohibit or adversely affect the ordinary rights of access to and from the Real Property from and to the existing highways and roads, and there is no pending or, to Seller's Knowledge, threatened restriction or denial, governmental or otherwise, upon such ingress and egress. Seller has not received notice of: (i) any claim of adverse possession or prescriptive rights involving or affecting any of the Real Property; (ii) any structure located on any Real Property that encroaches on or over the boundaries of neighboring or adjacent properties; or (iii) any structure of any other person or entity that encroaches on or over the boundaries of any Real Property. None of the Real Property is located in a flood plain, flood hazard area, wetland or lakeshore erosion area within the meaning of any Law or Order.

E. **No Condemnation, Expropriation or Similar Action.** To Seller's Knowledge, neither the whole nor any portion of the Real Property is subject to any order to be sold (other than the Sale Approval Order) or is being condemned, expropriated or otherwise taken by any governmental entity with or without payment of compensation therefore, and no such condemnation, expropriation or taking has been planned, scheduled or proposed.

F. **Compliance.** The Real Property is, or at the time of Completion will be, in compliance in all material respects with any applicable law, regulation or ordinance, and Seller has not received any notice, written or to the best of Seller's knowledge oral, of any such violation.

G. **Litigation.** Except for matters disclosed prior to Completion and for which Seller will retain responsibility if so required under the terms of the CSA, there is no litigation or administrative proceeding and to Seller's Knowledge, threatened litigation or administrative proceeding which affects or could affect the Real Property or Buyer's ability to conduct the Business at the Facility.

H. **Environmental Matters.** Seller makes no representations or warranties regarding environmental matters in this Agreement (notwithstanding anything to the contrary herein). Notwithstanding the aforementioned, to the extent that the Sale Approval Order or other applicable provisions of the Bankruptcy Code fails to discharge liability with respect to any claims brought by a third party against Buyer relating to pre-Completion environmental matters at the Facility, Seller will indemnify Buyer as set forth in Exhibit 3.6.H to this Agreement.

I. Seller represents and warrants that, except for the unpublished Neutrality Letter and Exhibit 1.13 referenced herein, Seller has no current agreements or understandings with the IUE-CWA which create obligations or liabilities for Buyer at its other plants if Buyer purchases the New Brunswick facility or assumes the terms of the Delphi IUE-CWA National Agreement or the Delphi IUE-CWA Local Agreement.

J. EXCEPT FOR SPECIFIC REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, THE ACQUIRED ASSETS ARE BEING SOLD ON AN "AS IS," "WHERE IS" BASIS AND SELLER DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE WITH RESPECT TO THE ACQUIRED ASSETS WHICH EXTEND BEYOND THE AFORESAID SPECIFIC REPRESENTATIONS AND WARRANTIES.

**3.7 Product Warranty/Liability:**

A. **Buyer Indemnity.** Buyer will defend, indemnify and hold harmless Seller and its directors, officers, agents and employees, from and against any and all claims, suits, causes of action, liabilities, losses, damages, costs of settlement, and expenses (including reasonable attorney fees) which may be imposed upon or incurred by Seller from claims, suits or causes of action (including without limitation those for death, personal injury, or property damage) by any Person whatsoever at any time against Seller and/or its directors, officers, agents and employees to the extent arising from, caused or alleged to be caused by: (a) defective or improper design or manufacture of any Products manufactured by Seller under the CSA; (b) infringement of any intellectual property right (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) in connection with the design or manufacture of any Products other than infringement of U.S. Patent No. 4,906,540 or U.S. Patent No. 5,401,278; and/or (c) the failure of the design of Products to comply with any applicable Laws.

B. **Seller Indemnity.** To the extent that the Sale Approval Order or other applicable provisions of the Bankruptcy Code fails to discharge liability with respect to any claims for Products manufactured at the Facility brought by a third party against Buyer relating to pre-Completion Product warranty/liability matters, Seller will defend, indemnify and hold harmless Buyer and its directors, officers, agents and employees, from and against any and all claims, suits, causes of action, liabilities, losses, damages, costs of settlement, and expenses (including reasonable attorney fees) which may be imposed upon or incurred by Buyer from claims, suits or causes of action (including without limitation those for death, personal injury, or property damage) by any Person whatsoever at any time against Buyer and/or its directors, officers, agents and employees to the extent arising from or caused by: (a) infringement of U.S. Patent No. 4,906,540 or U.S. Patent No. 5,401,278; (b) infringement of any intellectual property right (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) other than in connection with the design or manufacture of any Products; (c) the failure of the Products manufactured by Seller at the Facility under the CSA to comply in any material respect with the applicable specifications as a result of Seller's failure to comply with the Manufacturing and Quality Procedures set forth in the CSA or negligent workmanship; and/or (d) any and all claims related to the Facility, its employees, Products to the extent arising in any manner out of facts or circumstances in existence prior to July 1, 2005.

4. **EMPLOYEE MATTERS.** The treatment of U.S. Hourly Employees and U.S. Salaried Employees, and the obligations of Seller and Buyer with respect thereto, will be as set forth in Exhibit 4.1.

5. **TAX MATTERS:**

5.1 **Seller Responsibilities.** Seller shall file any Tax Returns and pay any Taxes which may be required by any federal, state, local or foreign tax authorities or governmental agencies by reason of business conducted by Seller on or prior to the Completion Date.

5.2 **Buyer Responsibilities.** Buyer shall file any Tax Returns and pay any Taxes which may be required by any federal, state, local or foreign tax authorities or governmental agencies by reason of business conducted by Buyer after the Completion Date. All United States or foreign, national, state or local sales taxes, documentary and stamp taxes, transfer taxes, registration taxes, use taxes, gross receipts taxes, registration duties and all charges for filing and recording documents in connection with the transfer of the Acquired Assets (including intellectual property filing and recording fees), as well any permit, transfer and filing fees required in order to obtain governmental approvals and consents relating to the transactions contemplated by this Agreement ("**Transfer Taxes**"), shall be borne by Buyer.

5.3 **Mutual Assistance.** Without affecting the foregoing responsibilities, Seller and Buyer shall provide reasonable assistance during normal business hours to one another to resolve any Tax issues which may relate to their respective business activities utilizing the Acquired Assets and personnel. Such assistance may include, without limitation, access to relevant business records and personnel in connection with: (i) the preparation and filing of Tax Returns, elections, consents, certifications and claims for refunds; (ii) the determination of liability for Taxes; and (iii) the response to tax audits, examinations and other proceedings. To the extent permitted by applicable law, Buyer and Seller agree to reasonably cooperate with each other to complete any and all exemption certificates or other documents that exempt any portion of the Purchase Price from any of the Transaction Taxes prior to either the Completion Date or the due date for such Transaction Tax.

5.4 **Definitions.** For purposes of this Agreement, the words "**Taxes**" and "**Tax Return**" are defined as follows:

A. "**Taxes**" mean any tax or similar governmental charge, impost or levy whatsoever (including, without limitation, income, franchise, transfer, taxes, use, gross receipts, value added, employment, excise, ad valorem, property, withholding, payroll, minimum, windfall profit taxes, transfer fees, customs duties or registration duties), together with any related penalties, fines, additions to tax or interest, imposed by the United States or any state, county, local or foreign governmental or subdivision or agency thereof;

B. "**Tax Return**" means any return, declaration, report, claim for refund or information return or statement, or any other similar filings related to Taxes, including any schedule or attachment thereto.

**5.5 Real Estate Taxes.** All real estate taxes and assessments assessed on the Real Property for the calendar year in which the Completion occurs shall be prorated between Buyer and Seller. The Seller shall be allocated tax liability for the portion of the year beginning on January 1 and ending on the Completion Date; the Buyer shall be allocated tax liability for the portion of the year beginning on the day following the Completion Date and ending on December 31. The percentage for each party will be the number of days in its portion of the year divided by the total number of days in the year. Since the actual determination of tax liability for a given calendar year occurs in June, if the Completion Date occurs before the tax has been determined for the year, the calculation of the prorated taxes will be made as soon as practical after the tax bill has been rendered for the calendar year. If the Completion Date occurs after the tax liability has been determined for the year, the calculation of the prorated taxes will take place at Completion. Each party will be responsible for paying or otherwise discharging any installments due in the year in which the Completion Date occurs based on ownership of the property at the time the installment is due. If the tax allocated to a party exceeds the installments paid or to be paid by that party, that party will make a payment to the other party equal to the excess of the prorated liability over the sum of the installment payments paid or to be paid. The parties agree to cooperate as necessary to accurately and promptly determine the prorated tax liability.

**6. GOVERNING LAW; DISPUTE RESOLUTION:**

**6.1 Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without giving effect to rules governing the conflict of laws. Buyer and Seller irrevocably and unconditionally consent to submit to the jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating thereto except in the Bankruptcy Court).

**6.2 Dispute Resolution:**

A. Buyer and Seller will, in the first instance, attempt to settle any and all claims or disputes arising in connection with this Agreement by good faith negotiations by senior management of each Party. If the dispute is not resolved by senior management within thirty (30) days after delivery of a written request for such negotiation by either Party to the other, either Party may make a written demand (the "**Demanding Party**") for formal dispute resolution (the "**Notice of Dispute**") and specify therein in reasonable detail the nature of the dispute. Within ten (10) days after receipt of the Notice of Dispute, the receiving Party (the "**Defending Party**") shall submit to the other a written response. The Notice of Dispute and the response shall include: (i) a statement of the respective Party's position and a summary of arguments supporting that position; and (ii) the name and title of the executive who will represent that Party and of any other person who will accompany the executive to meetings of the parties. Within fifteen (15) days after such written notification, the executives (and other named in the Notice of Dispute or response) will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute (the "**Dispute Resolution Meeting**"). All reasonable requests for information made by one Party to the other will be honored promptly. All negotiations pursuant to this Section 6.2A are confidential and shall be treated as

compromise and settlement negotiations for purposes of applicable rules of evidence.

B. The parties agree that neither of them will initiate legal action in respect of a dispute within the period of fifteen (15) days following the Dispute Resolution Meeting. In the absence of agreement at the Dispute Resolution Meeting and following that fifteen (15) day period, any party shall be free to pursue its rights and remedies as it may see fit in accordance with this Agreement.

7. **INDEMNIFICATION:**

7.1 **Indemnification:**

A. **Indemnification Provisions for Benefit of Buyer.** If Seller breaches any of its warranties or covenants contained in this Agreement, and Buyer makes a written claim for indemnification against Seller in accordance with the procedures set forth in Section 7.2 below within the applicable survival period, to the extent that the Sale Approval Order or other applicable provisions of the Bankruptcy Code fails to discharge the underlying third party claim, Seller agrees to indemnify Buyer and its Affiliates and their officers, directors, employees and agents (individually a "**Buyer Indemnitee**" and collectively the "**Buyer Indemnites**") and to hold each Buyer Indemnitee harmless from and against all damages, losses and expenses (including reasonable expenses of investigation and attorneys' fees) ("**Losses**") to the extent caused by or arising out of: (i) any breach of warranty or inaccurate or erroneous representation of Seller contained in this Agreement or in any certificate delivered pursuant to this Agreement; or (ii) any breach of this Agreement. Buyer shall be named as an additional insured on Seller's General Liability and Excess Liability policies as related to the Business, but only to the extent of Seller's Indemnification Obligations under this Agreement. Buyer agrees that all claims for indemnification shall be presented to Seller in advance of its insurers to the extent that Buyer does not invalidate its obligations to ensure coverage of such claims is not jeopardized.

B. **Indemnification Provisions for Benefit of Seller.** If Buyer breaches any of its Warranties or covenants contained in this Agreement, and Seller makes a written claim for indemnification against Buyer in accordance with the procedures set forth in Section 7.2 below within the applicable survival period, Buyer agrees to indemnify Seller and its Affiliates and their officers, directors, employees and agents (individually a "**Seller Indemnitee**" and collectively the "**Seller Indemnites**") and to hold each Seller Indemnitee harmless from and against all Losses to the extent caused by or arising out of: (i) any breach of warranty or inaccurate or erroneous representation of Buyer contained in this Agreement or in any certificate delivered pursuant to this Agreement; (ii) any breach of this Agreement.

C. **Mitigation.** Notwithstanding anything to the contrary in this Section B, no Party shall have an obligation to indemnify the other Party with respect to any Losses to the extent such Losses could have reasonably been



avoided by such other Party, or the damage to such other Party from such Losses reasonably could have been mitigated.

D. **Deductible and Cap.** No Indemnitor shall be liable to an Indemnatee until the amount of all indemnifiable Losses of such Indemnatee in the aggregate exceeds USD One Hundred Thousand (\$100,000.00) ("**Deductible Amount**") threshold, after which point the Indemnitor will be obligated to the Indemnatee from and against indemnifiable Losses in excess of the Deductible Amount until the amount of indemnifiable Losses paid by such indemnifying Party in the aggregate reaches a cap equal to USD Twenty Million (\$20 million) (the "**Cap Amount**") after which point the indemnifying Party will have no further obligation with respect to Losses under this Agreement.

**7.2 Indemnification Procedure.** When a Party obtains knowledge of the commencement of any third-party claim, action, suit or proceeding or of the occurrence of any event or the existence of any state of facts which may become the basis of a third-party claim (any such claim, action, suit or proceeding or event or state of facts being hereinafter referred to in this Section as a "**Claim**"), in respect of which such Party (an "**Indemnatee**") is entitled to indemnification under this Agreement, such Indemnatee shall promptly notify the indemnitor under this Agreement (the "**Indemnitor**") of such Claim in writing; provided, however, that any failure to give such notice will not waive any rights of the Indemnatee except to the extent that the rights of the Indemnitor are prejudiced thereby. With respect to any Claim as to which such notice is given by the Indemnatee to the Indemnitor, the Indemnitor may, subject to the provisions below, assume the defense and settlement of such Claim; provided, however, that: (i) the Indemnatee shall cooperate with the Indemnitor in the defense and settlement of such Claim in any manner reasonably requested by the Indemnitor; the Indemnatee will not, and it will use all reasonable efforts to ensure that its employees will not, make an admission of liability in respect of any Third Party Claim and as soon as it becomes aware of a Third Party Claim it shall issue an instruction to relevant employees requiring them not to make any disclosure or statement to any third party in relation to any Third Party Claim or any product or service to which such Third Party Claim relates (except for notices to governmental authorities as required by applicable Laws) without the prior written consent of the Indemnitor (such consent not to be unreasonably withheld or delayed); (ii) the Indemnatee shall have the right to pay or settle such Claim at any time, in which event the Indemnatee shall be deemed to have waived any right to indemnification therefor by the Indemnitor; (iii) the Indemnatee shall be permitted to join in the defense and settlement of such Claim and to employ counsel at its own expense; and (iv) the Indemnitor shall not consent to the entry of any judgment or enter into any settlement with respect to such Claim without the written consent of the Indemnatee, provided further, however, that if Indemnatee fails to consent to a written settlement offer and judgment is subsequently entered in an amount exceeding the amount of such offer, then Indemnitor shall have no responsibility for the amount of such excess.

If: (i) the Indemnitor fails to assume the defense of such Claim or, having assumed the defense and settlement of such Claim, fails reasonably to contest such Claim in good faith; and (ii) the remedy sought by the claimant with respect to such Claim is not solely for money damages, the Indemnatee, without waiving its right to indemnification, may assume the defense and settlement of such Claim; provided, however, that: (a) the Indemnitor shall be permitted to join in the defense and settlement of such Claim and to employ counsel at its own expense; (b) the Indemnitor shall

cooperate with the Indemnitee in the defense and settlement of such Claim in any reasonable manner requested by the Indemnitee; and (c) the Indemnitee shall not consent to the entry of any judgment or enter into any settlement with respect to such Claim without the written consent of the Indemnitor.

As used in this section, the term Indemnitee shall be deemed to include the plural thereof where the rights or obligations of more than one Indemnitee may be involved.

**7.3 Sole and Exclusive Remedy.** Each of Buyer and Seller acknowledge and agree that the indemnification provided in this Article 7 shall be the sole and exclusive remedy of the parties and their Affiliates and their respective successors and assigns in respect of any claim for monetary damages arising out of or under this Agreement.

**8. GENERAL PROVISIONS:**

**8.1 No Inducement.** The Parties represent to each other and each agrees that, neither it nor any person acting on its behalf has, in contravention of any applicable law, given or offered to give or will give or offer to give any sum of money or other material consideration to any person, directly or indirectly, as an inducement to obtain business hereunder or to influence the granting of licenses or other governmental permissions to enter into this Agreement or perform obligations hereunder.

**8.2 Governing Approvals.** Seller and Buyer, respectively, shall be responsible for compliance with and for the obtaining of such approvals and/or permits as may be required under national, state and local laws, ordinances, regulations and rules as may be applicable to the performance of their respective responsibilities and obligations under this Agreement.

**8.3 No Agency.** This Agreement does not constitute either Party the agent or legal representative of the other Party. Neither Party is authorized to create any obligation on behalf of the other Party.

**8.4 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns. No Party may assign this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party; provided, however, that Seller has the right to assign any of its rights or obligations hereunder to any division, subsidiary or affiliate of Seller or to any successor to any or all of Seller's business; provided that, notwithstanding such assignment Seller shall remain liable for all of its obligations hereunder.

**8.5 No Implied Waiver.** The failure of either Party at any time to require performance by the other Party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision hereof shall not constitute a waiver of the provision itself. The failure of either Party to exercise its rights provided under this Agreement shall not constitute a waiver of such right.

**8.6 Notices.** Any notice under this Agreement shall be in writing (letter, facsimile or telegram) and shall be effective when received by the addressee at its address indicated below:

Notice sent to Seller shall be addressed as follows:

**DELPHI AUTOMOTIVE SYSTEMS LLC**  
5725 Delphi Drive  
Troy, Michigan 48098  
Attn: President-Delphi Energy & Chassis Systems  
Fax No.: 248-813-4301

with a copy to:

**DELPHI AUTOMOTIVE SYSTEMS LLC**  
5725 Delphi Drive  
Troy, MI 48098-2815  
Attention: Assistant General Counsel  
Commercial & Transactional  
Fax: 248-813-2491

Notice sent to Buyer shall be addressed as follows:

**JOHNSON CONTROLS, INC.**  
5757 N. Green Bay Avenue  
PO Box 591  
Milwaukee, Wisconsin 53201-0591  
Attn: President - Battery  
Fax No.: 414-524-2828

with a copy to:

**JOHNSON CONTROLS, INC.**  
5757 N. Green Bay Avenue  
PO Box 591  
Milwaukee, Wisconsin 53201-0591  
Attn: General Counsel  
Fax No.: 414-524-2077

The parties by notice hereunder may designate other addresses to which notices shall be sent.

**8.7 Amendments.** This Agreement and the Mutual Nondisclosure Agreement dated April 24, 2006 between the Parties, constitutes the entire agreement of the Parties, and supersedes all previous agreements, oral or written, between Buyer and Seller with respect to the subject matter hereof. No amendment or modification to this Agreement shall be binding upon either Party unless it is in writing and is signed by both parties.

**8.8 Expenses.** Whether or not the transactions contemplated by this Agreement are consummated, Buyer and Seller shall each bear its respective

accounting, legal, financial, advisory and other expenses incurred in connection with the transactions contemplated by this Agreement.

**8.9 Headings.** The Article and/or Section headings herein are used for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.

**8.10 Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, that provision shall be deemed severed to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the parties shall negotiate in good faith to arrive at an alternative replacement provision approximating the parties' original business objective. The remaining provisions hereof shall remain in effect.

**8.11 Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same agreement.

**8.12 Third Parties.** Nothing contained in this Agreement is intended to or shall be construed to confer upon or give to any person, firm, corporation, association, labor union or trust (other than the Parties, their Affiliates and their respective permitted successors and assigns), any claims, rights or remedies under or by reason of this Agreement.

**8.13 Bulk Sales.** Buyer hereby waives the requirements, if any, of all applicable bulk sales laws.

**8.14 Force Majeure.** Each Party shall be temporarily excused from performing its obligations under this Agreement for so long as such performance is prevented or delayed by any event of Force Majeure. The term "**Force Majeure**" shall, for purposes of this Agreement, include: (i) any strike or lockout at the plant of a Party or any of its suppliers; (ii) any act or omission of any government authority; or (iii) any other cause beyond the reasonable control of a Party. A Party affected by an event of Force Majeure shall promptly notify the other Party and shall use its best efforts to overcome and mitigate such event of Force Majeure.

**8.15 Excluded Inventory.** Within 30 days after Completion, Seller will remove at its sole cost and expense all Inventory not included in the Acquired Assets. Buyer will cooperate with Seller and provide reasonable access to the Facility to facilitate such removal.

**THIS AGREEMENT** was executed as of the day and year first set forth above.

**DELPHI AUTOMOTIVE SYSTEMS LLC**

By: \_\_\_\_\_

Name: **Keith Stipp**

Title: **Finance Director,  
Automotive Holdings Group**

**JOHNSON CONTROLS, INC.**

By: \_\_\_\_\_

Name: **Gregg M. Sherrill**

Title: **Vice President, and General  
Manager  
Automotive Systems Group  
Battery Division**

**EXHIBIT 1.1**

<u>Inventory</u> <u>number</u>	<u>Asset</u>	<u>Cap.date</u>	<u>Asset description</u>
DGT004763N01	1000654	12/1/1946	GRADING & LANDSCAPING
DGT004765N01	1000655	12/1/1946	ROADWAY
DGT004766N01	1000656	12/1/1946	SIDEWALKS
DGT004768N01	1000657	12/1/1946	SEWERS-STORM
DGT004770N01	1000658	12/1/1946	SEWERS-SANITARY
DGT004771N01	1000659	4/1/1947	GRADING & LANDSCAPING
DGT004772N02	1000660	12/1/1946	RAILROAD TRACKS & SIDINGS
DGT004774N	1000661	12/1/1946	WATER LINES
DGT004776N	1000662	12/1/1946	TUNNELS
DGT004888N	1000663	6/1/1946	LAND-NEW BRUNSWICK
DGT004911N	1000664	12/1/1953	MAIN BUILDING-WEST ADDITION-SEWERS
DGT004925N	1000665	8/1/1954	MAIN BUILDING-WEST ADDITION-PAVEMENT
DGT004926N	1000666	8/1/1954	RETAINING WALL
DGT008569N	1000667	12/1/1956	ROADWAY
DGT008607N	1000668	3/1/1958	FENCE
DGT008675N	1000669	12/1/1965	LAND-NEW BRUNSWICK
DGT008680N	1000670	4/1/1966	LAND IMPROVEMENTS
DGT008711N	1000671	10/1/1966	PARKING AREA
DGT008712N	1000672	12/1/1966	LIGHTING-OUTSIDE
DGT008725N	1000673	12/1/1968	RAILROAD SIDING
DGT012029N	1000674	10/1/1974	LAND-NEW BRUNSWICK
DGT012052N	1000675	9/1/1976	CONCRETE PAD-PVC
DGT012053N	1000676	9/1/1976	CONCRETE PAD-MATERIAL STORAGE
DGT012054N	1000677	9/1/1976	LEAD RECLAIM BUILDING-CONCRETE PAD F/LEAD STORAGE
DGT012085N	1000678	10/1/1977	ACID MIX BUILDING-CONCRETE PAD
DGT012086N	1000679	10/1/1977	ACID MIX BUILDING-CONCRETE PAD
DGT012087N	1000680	10/1/1977	CONCRETE PAD-REAR OF POWER HOUSE
DGT012087N01	1000681	2/1/1978	CONCRETE PAD-REAR OF POWER HOUSE
DGT012088N	1000682	10/1/1977	RETAINING WALL-WATER TOWER
DGT012110N	1000683	7/1/1978	GRADING & LANDSCAPING
DGT012221N	1000685	2/1/1989	WELLS-MONITORING
DGT012232N	1000686	6/1/1995	STORM WATER COLLECTION/TREATMENT SYSTEM
DGT690066	1000687	11/1/2001	ELIMINATION OF UNDERGROUND PROCESS SEWER
DGT004779N01	2001722	12/1/1946	MAIN BUILDING
DGT004779N02	2001723	11/1/2001	PHASE III VENTILATION REPAIRS
DGT004779N01	2001724	11/1/2001	LIGHTING FIXTURES, PLANT WALL, GAS MAIN
DGT004781N01	2001726	12/1/1946	GATE HOUSE
DGT004910N01	2001727	12/1/1953	MAIN BUILDING-WEST ADDITION
DGT004912N	2001728	12/1/1953	MAIN BUILDING-FIRE PROOF ROOF
DGT004915N	2001729	6/1/1954	HOSE HOUSE
DGT004923N01	2001730	12/1/1954	MAIN BUILDING-WEST ADDITION-ACCESS
DGT004928N02	2001731	12/1/1954	MAIN BUILDING-EAST ADDITION
DGT004928N03	2001732	8/1/1954	MAIN BUILDING-EAST ADDITION
DGT008542N	2001733	5/1/1956	WATER LINES
DGT008570N	2001734	12/1/1956	MAIN BUILDING-EAST ADDITION
DGT008594N	2001735	5/1/1957	MAIN BUILDING-LOCKER ROOM
DGT008649N	2001736	7/1/1962	OIL BUILDING
DGT008650N	2001737	2/1/1963	MAIN BUILDING-MEZZANINE-CASE
DGT008658N	2001738	6/1/1963	WAREHOUSE
DGT008664N	2001739	8/1/1965	MAIN BUILDING-ADDITION-MEZZANINE
DGT008674N	2001740	12/1/1965	MAIN BUILDING-ADDITION
DGT008720N	2001741	12/1/1968	SEWERS-SANITARY
DGT008721N	2001742	12/1/1968	SEWERS-STORM
DGT008738N	2001743	9/1/1970	MAIN BUILDING-MEZZANINE
DGT008744N	2001744	7/1/1971	ROOF-RAISE
DGT012049N	2001745	9/1/1976	LEAD RECLAIM BUILDING
DGT012049N01	2001746	6/1/1977	LEAD RECLAIM BUILDING
DGT012049N02	2001747	8/1/1977	LEAD RECLAIM BUILDING
DGT012050N	2001748	9/1/1976	ACID MIX BUILDING
DGT012050N01	2001749	10/1/1977	ACID MIX BUILDING
DGT012079N	2001750	2/1/1977	CURE ROOM MODIFICATIONS
DGT012092N	2001751	12/1/1977	WASTE TREATMENT BUILDING

DGT012092N01	2001752	5/1/1978 WASTE TREATMENT BUILDING
DGT012113N	2001753	7/1/1978 STORAGE SHED-3 SIDED
DGT012143N	2001754	3/1/1980 TRUCK DOCK ANNEX
DGT012145N	2001755	6/1/1980 BATTERY STORAGE BUILDING
DGT012165N	2001756	7/1/1971 MAIN BUILDING-MEZZANINE
DGT012175N	2001757	6/1/1983 FIRE LOOP
DGT012175N01	2001758	9/1/1984 FIRE LOOP
DGT012175N02	2001759	10/1/1984 FIRE LOOP
DGT012175N03	2001760	11/1/1984 FIRE LOOP
DGT012183N	2001761	12/1/1984 MAIN BUILDING-MEZZANINE
DGT012191N	2001762	8/1/1986 MAIN BUILDING-MEZZANINE-PAINT MIXING
DGT012231N	2001765	6/1/1995 OVERHEAD PROCESS SEWER
DGT105875	2001766	1/1/1998 FRONT ENTRANCE STEPS, RAMPS, RAILS
DGT105877	2001767	11/1/2001 NON-SLIP GRATING, ISLES BTWN CHARGE TABLES & FILL
DGT105909	2001768	1/1/2002 SAFETY STEPS AND HANDRAILS
DGT105922B	2001769	11/1/2001 NON-SLIP GRATING FOR FORMATION FLOOR
DGT105923B	2001770	11/1/2001 FOAM ROOF '98
DGT105928	2001771	1/2/1998 UPGRADE HEATING SYSTEM
DGT690029	2001772	1/2/1998 1996 ROOF REPAIR
DGT690037	2001773	11/1/1998 AUTO SIZE CONTAINMENT DOOR
DGT690038	2001774	11/1/1998 AUTO SIZE CONTAINMENT DOOR
DGT690039	2001775	11/1/1998 AUTO SIZE CONTAINMENT DOOR
DGT690061	2001776	11/1/2001 TRENCH & FOUNDATION FOR THE X-MET LINE
DGT690062	2001777	11/1/2001 MEZZANINE FOR THE X-MET LINE
DGT690063	2001778	11/1/2001 ROOF ENCLOSURE FOR THE X-MET LINE
DGT690100	2001779	11/1/2001 REPLACE LIGHTING ON CHG FLOOR, REPLACE LIGHTING SE
DGT690170	2001780	11/1/2001 OUTDOOR SMOKING SHELTER -- NEW BRUNSWICK BATTERY P
DGT690171	2001781	11/1/2001 OUTDOOR SMOKING SHELTER -- NEW BRUNSWICK BATTERY P
DGT690197	2001782	11/1/2001 SECURITY/FIRE ALARM UPGRADE
DGT72424	2001783	11/1/2001 INSTALL SPRINKLER SYSTEM
DGTB690064	2001784	11/1/2001 INSTALLATION OF MEZZANINE FOR X-MET FROM MUNCIE TO
DGT690110	2004713	9/11/2002 REPAIR BATTERY FORMATION VENTILATION SYSTEM
DGTB690114	2004714	9/11/2002 REPLACE FLOOR IN WET HEAT SEALER AREA
DGTB690090	2004715	9/11/2002 REPAIR WALL OF BUILDING TO NEW CONDITION
DGT690175	2004716	9/11/2002 GREEN GROUP VENTILATION -- NB
DGT690221	2004717	9/11/2002 INSTALL NEW DUCTWORK ON CHARGE FLOOR
DGT690198	2004718	9/11/2002 GUARDING/FIRE PROTECTION TANK FARM
DGT690189	2004719	9/11/2002 VENTILATION COLLECTOR FOR GREEN GROUP LEAN CELL -
DGT690179	2004720	9/11/2002 NEW BRUNSWICK STEAM HOOD UPGRADE
DGT690223	2008539	9/23/2003 DESIGN FOR A NATURAL GAS LINE FOR PLANT
DGT690268	2008540	9/23/2003 HOT WATER HEATER SYS FOR MENS AND WOMENS SHOWER AR
DGT695041	2008556	10/17/2003 FORMATION VENTILATION STACK TOP ACID MIST FILTERS
DGT004779N03	2009360	1/31/2004 PHASE III VENTILATION REPAIRS
DGT012142N01	2009466	1/31/2004 FORMATION VENT REPAIRS/CHARGE TABLE 2 OF 2
DGT012141N01	2009467	3/31/2004 FORMATION VENT REPAIRS/CHARGE TABLE 1 OF 2
DGT004779N04	2009513	6/29/2004 ENGINEERING SERVICES TO LICENSE NEW STACK FOR VENT
DGT690275	2009514	1/1/2004 HEATING UPGRADES FOR PLANT CONVERSION TO NATURAL G
DGT690291	2010088	6/14/2005 FIRE SPRINKLER PROTECTION ON CHARGE FLOOR
DGT004898N	3025115	2/1/1953 PROPANE TANK
DGT008560N	3025119	9/1/1956 POWER EQUIPMENT-EAST
DGT008589N	3025120	3/1/1957 SCREW CONVEYOR
DGT008595N	3025121	5/1/1957 LINES/ELECTR
DGT008599N	3025123	10/1/1957 DUST CNTR EQ
DGT008681N	3025125	9/1/1964 SUBSTATION
DGT008682N	3025126	10/1/1960 SUBSTATIONEQ
DGT008732N	3025127	5/1/1969 COOLING TOWER
DGT008743N	3025128	7/1/1971 SCREW CONVEYOR
DGT008750N	3025129	6/1/1972 BOILER
DGT012003N	3025130	1/1/1973 SWITCHGEAR
DGT012004N	3025131	1/1/1973 RECTIFIER
DGT012004N01	3025132	2/1/1973 TRAILING CHARGES TO TAG #012004N
DGT012005N	3025133	1/1/1973 SWITCHGEAR
DGT012006N	3025134	1/1/1973 RECTIFIER
DGT012007N	3025135	2/1/1973 ACID TANK
DGT012008N	3025136	2/1/1973 ACID TANK
DGT012010N	3025137	2/1/1973 ACID TANK
DGT012011N	3025138	2/1/1973 ACID TANK

DGT012016N	3025139	9/1/1973 CONVEYOR
DGT012017N	3025140	9/1/1973 CONVEYOR
DGT012018N	3025141	9/1/1973 CONVEYOR
DGT012020N	3025143	9/1/1973 CONVEYOR
DGT012021N	3025144	12/1/1973 SUB STATION
DGT012022N	3025145	12/1/1973 CABLE
DGT012023N	3025146	12/1/1973 PLATFORM
DGT012024N	3025147	3/1/1974 VENTILATION
DGT012025N	3025148	3/1/1974 CONVEYOR
DGT012026N	3025149	3/1/1974 VENTILATION
DGT012027N	3025150	3/1/1974 VACUUM SYSTEM
DGT012034N	3025151	8/1/1975 VACUUM TO MOLDING
DGT012036N	3025152	3/1/1976 TRENCHES
DGT012038N	3025153	5/1/1976 VENTILATION
DGT012043N	3025154	8/1/1976 ACID TANK
DGT012044N	3025155	8/1/1976 ACID PUMPING SYSTEM FOR MEZZANINE
DGT012046N	3025156	9/1/1976 VENTILATION FOR LEAD POTS
DGT012047N	3025157	9/1/1976 FINAL ACID FILL
DGT012051N	3025158	9/1/1976 ACID TOP-OFF
DGT012055N	3025159	9/1/1976 SUB-STATION-LEAD STRIP
DGT012055N01	3025160	10/1/1977 ADDITIONAL CHARGES TO TAG #012055N
DGT012057N	3025161	10/1/1976 LEAD MELT FURNACE
DGT012058N	3025162	10/1/1976 FOUNDATION & SUMPS FOR LEAD CASTER
DGT012060N	3025163	12/1/1976 VENTILATION FOR CHARGING UNITS
DGT012060N01	3025164	6/1/1980 ADDITIONAL CHARGES TO TAG #012060N
DGT012062N	3025165	1/1/1977 ACID MIXING SYSTEM
DGT012064N	3025167	1/1/1977 ACID PUMPS RECLAIM
DGT012065N	3025168	1/1/1977 VENTILATION PLATE OVENS
DGT012066N	3025169	1/1/1977 ACID STORAGE TANK
DGT012067N	3025170	1/1/1977 ACID STORAGE TANK
DGT012068N	3025171	1/1/1977 ACID STORAGE TANK
DGT012069N	3025172	1/1/1977 ACID STORAGE TANK
DGT012070N	3025173	1/1/1977 ACID STORAGE TANK
DGT012071N	3025174	1/1/1977 ACID STORAGE TANK
DGT012072N	3025175	1/1/1977 ACID STORAGE TANK
DGT012073N	3025176	1/1/1977 ACID STORAGE TANK
DGT012074N	3025177	1/1/1977 ACID STORAGE TANK
DGT012075N	3025178	1/1/1977 ACID STORAGE TANK
DGT012076N	3025179	1/1/1977 ACID STORAGE TANK
DGT012077N	3025180	1/1/1977 ACID STORAGE TANK
DGT012080N	3025181	2/1/1977 COOLING FACILITIES FOR CASTER
DGT012083N	3025182	7/1/1977 SUB STATION LEAD RECLAIM
DGT012095N	3025183	2/1/1978 LINDBURG FURNACE
DGT012096N	3025184	2/1/1978 TRANSFER SYSTEM
DGT012097N	3025185	9/1/1976 STEAMER HOOD
DGT012098N	3025186	9/1/1976 STEAMER HOOD
DGT012099N	3025187	1/1/1977 STEAMER HOOD
DGT012100N	3025188	1/1/1977 STEAMER HOOD
DGT012102N	3025189	4/1/1978 WATER CONTAINMENT
DGT012109N	3025190	12/1/1976 PRIMARY SWITCH GEAR
DGT012109N01	3025191	12/1/1977 TRAILING CHARGE TO TAG #012109N
DGT012109N02	3025192	3/1/1978 TRAILING CHARGE TO TAG #012109N
DGT012117N	3025193	10/1/1978 CONVEYOR SYSTEM
DGT012118N	3025194	10/1/1978 ACID FILL STATION
DGT012119N	3025195	10/1/1978 REPAIR STATIONS (2)
DGT012120N	3025196	11/1/1978 EXTEND TRENCH/X-MET LINE
DGT012121N	3025197	11/1/1978 AIR MAKEUP UNIT
DGT012122N	3025198	12/1/1978 AIR MAKE UP SYSTEM
DGT012122N01	3025199	10/1/1979 ADDITIONAL CHARGES TO TAG #012122N
DGT012123N	3025200	12/1/1978 BATROLIFE MEZZANINE
DGT012124N	3025201	1/1/1979 CONVEYOR FROM SETTLING CHAMBER
DGT012125N	3025202	2/1/1979 VENTILATION TUNNEL-EXTENSION
DGT012128N	3025205	3/1/1979 ROLLER TYPE CONVEYOR
DGT012129N	3025206	3/1/1979 INCLINE BELT CONVEYOR
DGT012130N	3025207	4/1/1979 POWER DROPS/C O S & PREHEAT
DGT012131N	3025208	5/1/1979 CONVEYOR FROM COLLECTOR
DGT012132N	3025209	8/1/1979 VENT FOR ELEMENT ASSEMBLY



DGT012132N01	3025210	9/1/1979 TRAILING CHARGE TO TAG #012132N
DGT012137N	3025212	9/1/1979 OVERHEAD CONVEYOR
DGT012138N	3025213	9/1/1979 ELECTRIC CABLE & DROPS
DGT012139N	3025214	9/1/1979 SETTLING CHAMBER
DGT012140N	3025215	11/1/1979 LEAD DROP & CONTROLS FOR BARTON POT
DGT012141N	3025216	12/1/1979 CHARGE TABLES
DGT012142N	3025217	12/1/1979 CHARGE TABLES
DGT012146N	3025218	6/1/1980 LEAD MELT POT
DGT012147N	3025219	6/1/1980 VENTILATION F/POT
DGT012148N	3025220	6/1/1980 ELECTRIC CABLE & BUSWAY
DGT012150N	3025222	6/1/1980 COOLING TOWER
DGT012151N	3025223	12/1/1980 EXTEND TRENCHES FOR CONVEYOR
DGT012152N	3025224	12/1/1980 STORAGE RACKS & SPRINKLER
DGT012152N01	3025225	12/1/1981 TRAILING CHARGE TO TAG #012152N
DGT012154N01	3025226	1/1/1998 UPGRADE STORM WATER TREATMENT PLANT
DGT012156N	3025227	12/1/1980 RECEIVING OFFICE
DGT012159N	3025229	12/1/1981 CHARGE TABLES
DGT012160N	3025230	12/1/1981 (14) CHARGE TABLES
DGT012161N	3025231	2/1/1982 VENTILATION SYSTEM
DGT012162N	3025232	2/1/1982 LOAD/UNLOAD CONVEYOR
DGT012163N	3025233	6/1/1982 COLLECTOR
DGT012164N	3025234	6/1/1980 VESTIBULE
DGT012166N	3025235	9/1/1982 OWENS CORNING ACID TANK
DGT012167N	3025236	1/1/1983 BACK UP BAG COLLECTION FOR DR 95995
DGT012168N	3025237	1/1/1983 BACK UP BAG COLLECTION FOR DR95996
DGT012169N	3025238	1/1/1983 BACK UP BAG COLLECTION FOR DR95997
DGT012170N	3025239	1/1/1983 BACK UP BAG COLLECTION FOR DR95998
DGT012171N	3025240	1/1/1983 BACK UP BAG COLLECTION FOR DR95999
DGT012172N	3025241	1/1/1983 BACK UP BAG COLLECTION FOR DR96000
DGT012173N	3025242	1/1/1983 BACK UP BAG COLLECTION FOR DR105751
DGT012174N	3025243	1/1/1983 BACK UP BAG COLLECTION FOR DR105752
DGT012176N	3025244	12/1/1983 OXIDE ELEVATORS & CONVEYORS
DGT012176N01	3025245	10/1/1983 MATERIAL HANDLING SYSTEM AT PASTE MIX
DGT012181N	3025246	9/1/1984 POWER ROLLER CONVEYOR
DGT012182N	3025247	12/1/1984 ACID & WATER SYSTEM
DGT012184N	3025248	12/1/1984 VENTILATION F/3 PAINT MIXERS
DGT012185N	3025249	4/1/1985 WOMEN'S REST ROOM-WEST
DGT012186N	3025250	5/1/1985 WOMEN'S LOCKER/SHOWER-EAST
DGT012187N	3025251	12/1/1985 CONVEYOR & VENTILATION FOR 6 TABLES
DGT012188N	3025252	1/1/1986 ROOF EXHAUSTERS
DGT012194N	3025253	2/1/1987 ACID PIT
DGT012200N	3025256	5/1/1987 TRANSFER CONVEYORS(ALL)
DGT012202N	3025257	10/1/1987 #26(82'CHG TABLE CONV)
DGT012203N	3025258	10/1/1987 #27(82'CHG TABLE CONV)
DGT012204N	3025259	10/1/1987 #28(82'CHG TABLE CONV)
DGT012205N	3025260	10/1/1987 #29(82'CHG TABLE CONV)
DGT012206N	3025261	10/1/1987 #30(82'CHG TABLE CONV)
DGT012207N	3025262	10/1/1987 82 FT. CONVEYOR (#31)
DGT012208N	3025263	10/1/1987 #32(82'CHG TABLE CONV)
DGT012209N	3025264	10/1/1987 #33(82'CHG TABLE CONV)
DGT012210N	3025265	12/1/1987 #1 X-MET LINE(OFFBEAR CONV)
DGT012211N	3025266	5/1/1988 POWERED ROLLER CONV(4)
DGT012212N	3025267	5/1/1988 VENT FOR CAST ON STRAP MACH
DGT012215N	3025268	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012216N	3025269	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012217N	3025270	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012218N	3025271	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012219N	3025272	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012220N	3025273	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012222N	3025274	6/30/1989 CAPITALIZABLE MAINT.
DGT012223N	3025275	3/1/1990 VENTILATION FOR (8) BATTERY CHARGE TABLES
DGT012224N	3025276	9/1/1990 TEMPERATURE CONTROL
DGT012225N	3025277	1/1/1991 COS CONTROL
DGT012228N	3025278	7/1/1994 WASTE WATER TREATMENT SYSTEM
DGT012230N	3025280	8/1/1995 ACID LEVELER
DGT012233N	3025281	3/1/1995 AUTOMATIC LABELING MACHINE
DGT012234N	3025282	1/1/1996 RESERVE CAPACITY TESTERS (12)

DGT012236N	3025284	1/1/1996 110 OZ CONVERSION
DGT014722N	3025285	6/1/1977 BAYSTONE PLATE STEAMER
DGT014729N	3025286	6/1/1977 OXIDE SCREW CONVEYOR SYSTEM
DGT014737N	3025287	7/1/1977 SCREW CONVEYOR
DGT014738N	3025288	7/1/1977 SCREW CONVEYOR
DGT015201N	3025289	12/1/1979 INSULATE STEAMER HOODS (6)
DGT020031D01	3025298	2/1/1947 LATHES-ENGIN
DGT020059D01	3025300	12/1/1946 DRILL-STANDA
DGT020726D01	3025301	7/1/1947 MIX CONVEYOR
DGT021837D	3025305	2/1/1956 SETTLING CHR
DGT021838D	3025306	2/1/1956 BARTON POT
DGT021840D	3025307	2/1/1956 12R)DUSTCOLL
DGT022488D	3025308	3/1/1957 COMPRESSORS}
DGT022506D	3025309	4/1/1957 RECTIFIERS}E
DGT022510D	3025310	5/1/1957 BARTON POT
DGT022511D	3025311	5/1/1957 SETTLING CHR
DGT022530D	3025312	10/1/1957 RECTIFIERS}E
DGT028031N	3025315	6/1/1996 ALLEN BRADLEY CONTROL
DGT028785N	3025316	10/31/1989 ACID DUMP SYSTEM
DGT028855N	3025317	11/1/1991 CENTRIFUGAL BLOWER
DGT056948D	3025318	6/1/1956 GRINDER
DGT058830D	3025319	6/1/1957 BARTON POT
DGT060227D	3025320	6/1/1954 BARTON POT
DGT060228D	3025321	6/1/1954 BARTON POT
DGT060229D	3025322	6/1/1954 BARTON POT
DGT060230D	3025323	6/1/1954 SET}CHAMBER
DGT060231D	3025324	6/1/1954 SET}CHAMBER
DGT060232D	3025325	6/1/1954 SET}CHAMBER
DGT060233E	3025327	11/1/2001 MODIF OF MISC LINE STROKER, PLATFORM, LEFT AND TAB
DGT060279D	3025329	11/1/1960 POWER ROLLER
DGT060295D	3025330	7/1/1961 IMPACT TESTI
DGT066940D	3025331	6/1/1946 LATHE
DGT069865D	3025333	2/1/1963 LATHE
DGT070211D	3025335	6/1/1963 TOLEDO SCALE
DGT070253D	3025336	8/1/1963 MILLING MACHINE
DGT070255D	3025337	8/1/1963 SURFACEGRIND
DGT071020D	3025338	5/1/1964 LATHE
DGT071037D	3025339	7/1/1964 MILLING MCH
DGT071058D	3025340	12/1/1964 BOILER
DGT071087D	3025343	12/1/1965 BOILER
DGT072221D	3025346	8/1/1966 EL AS SECT
DGT072222D	3025347	9/1/1969 DUST COLLECTOR
DGT072223D	3025348	9/1/1969 MATL COLL SYS
DGT072239D	3025352	4/1/1967 LATHE
DGT072280D	3025360	10/1/1968 CONVEYORS
DGT072284D01	3025361	3/1/1970 STARTER
DGT072292D	3025366	6/1/1970 MOLD TEMP CONTR
DGT083874D	3025367	5/1/1966 RECTIFIER
DGT087857D	3025381	7/1/1970 PLATE SAW
DGT087872D	3025385	2/1/1971 CONVEYOR
DGT093030D	3025386	12/1/1973 PASTE MIXER
DGT095313D	3025390	7/1/1971 PASTE MIXER
DGT095328D	3025392	4/1/1972 HACKSAW
DGT095330D	3025394	5/1/1973 DUST COLLECTOR
DGT095351D	3025416	9/1/1973 CONVEYOR
DGT095352D	3025417	9/1/1973 CONVEYOR
DGT095353D	3025418	9/1/1973 GRANULATOR
DGT095354E	3025420	11/1/2001 M & L FOR MODIF OF MAIN LINE STACKER PLATFORM, L/R
DGT095355D	3025421	9/1/1973 CAST ON STRAP
DGT095356D	3025422	9/1/1973 CAST ON STRAP
DGT095357D	3025423	9/1/1973 CAST ON STRAP
DGT095358D	3025424	9/1/1973 CAST ON STRAP
DGT095359D	3025425	9/1/1973 SPOT FACE CONVEYOR
DGT095363D	3025427	9/1/1973 EXT FUSION CONV
DGT095364D	3025428	9/1/1973 AIR TEST CONVEYOR
DGT095365D	3025429	9/1/1973 LABLER CONV
DGT095369D	3025432	9/1/1973 LEAK TEST

DGT095370D	3025433	9/1/1973 DATE CODE
DGT095372D	3025434	9/1/1973 LEAD POT
DGT095373D	3025435	9/1/1973 LEAD POT
DGT095374D	3025436	9/1/1973 LEAD POT
DGT095375D	3025437	9/1/1973 LEAD POT
DGT095376D	3025438	9/1/1973 VACUUM SYSTEM STACKER
DGT095382D	3025439	9/1/1973 TEMPERATURE CONTROL
DGT095383D	3025440	9/1/1973 HEAT SEAL MACHINE
DGT095384D	3025441	9/1/1973 HEAT SEAL MACHINE
DGT095385D	3025442	9/1/1973 HEAT SEAL MACHINE
DGT095387D	3025443	12/1/1973 AIR COMPRESSOR
DGT095398D	3025446	3/1/1974 LIFT TRUCK
DGT095399D	3025447	3/1/1974 SLITTER
DGT095400D	3025448	3/1/1974 SLITTER
DGT095603D	3025450	10/1/1974 DUST COLLECTOR
DGT095604D	3025451	10/1/1974 DUST COLLECTOR
DGT095610D	3025452	1/1/1975 HEAT SEAL MACHINE
DGT095612D	3025453	4/1/1975 CONVEYOR SYSTEM
DGT095614D	3025454	9/1/1975 SOFTENING TANK
DGT095615D	3025455	9/1/1975 SOFTENING TANK
DGT095620D	3025456	1/1/1976 EXT-FUSION MACHINE
DGT095620D01	3025457	3/1/1976 ADDITIONAL CHARGES TO TAG #095620D
DGT095621D	3025458	2/1/1976 HOIST
DGT095622D	3025459	5/1/1976 DIELECTRIC LINE
DGT095628D	3025462	5/1/1976 BRIDGE HOIST
DGT095638D	3025472	6/1/1976 SKID RACK
DGT095639D	3025473	6/1/1976 SKID RACK
DGT095640D	3025474	6/1/1976 SKID RACK
DGT095641D	3025475	6/1/1976 SKID RACK
DGT095646D	3025476	9/1/1976 BUTT WELDER
DGT095647D	3025477	9/1/1976 BUTT WELDER
DGT095654D	3025479	7/1/1976 HI-RATE TEST
DGT095657D	3025480	7/1/1976 SCRAP CONVEYOR SYSTEM
DGT095658D	3025481	7/1/1976 CONVEYOR
DGT095661D	3025484	9/1/1976 DE-REELER
DGT095662D	3025485	9/1/1976 DE-REELER
DGT095663D	3025486	9/1/1976 DE-REELER
DGT095664D	3025487	9/1/1976 DE-REELER
DGT095666D	3025489	9/1/1976 EXPANDING PRESS
DGT095670D	3025491	9/1/1976 LUG FORM PRESS
DGT095671D	3025492	9/1/1976 LUG FORM PRESS
DGT095674D	3025495	9/1/1976 MODICON-PASTE LINE
DGT095675D	3025496	9/1/1976 MODICON-PASTE LINE
DGT095676D	3025497	8/1/1979 OVEN CONVERSION
DGT095677D	3025498	8/1/1979 OVEN CONVERSION
DGT095681D	3025501	9/1/1976 PARTS CONVEYOR F/250 TON MOLD MACHINE
DGT095682D	3025502	9/1/1976 PARTS CONVEYOR F/250 TON MOLD MACHINE
DGT095685D	3025503	9/1/1976 CONVEYOR FOR PASTE MACHINE
DGT095688D	3025504	9/1/1976 PILOT HOLE PIERCE
DGT095689D	3025505	9/1/1976 PILOT HOLE PIERCE
DGT095698D	3025510	10/1/1976 BATTERY CHARGER LAB. FACILITIES
DGT095801D	3025511	10/1/1976 COLLECTION SYSTEM FOR OFFBEAR
DGT095801D01	3025512	10/1/1978 COLLECTION SYSTEM FOR OFFBEAR
DGT095801D02	3025513	8/1/1979 VENT & CURE OVEN
DGT095803D	3025515	10/1/1976 FOUR-ARM STORAGE TURNSTILE
DGT095804D	3025516	10/1/1976 SPECTROGRAPH
DGT095807D	3025518	12/1/1976 ROLLING MILL 7 STAND
DGT095809D	3025519	12/1/1976 CHARGING UNITS BATTERIES
DGT095809D01	3025520	12/1/1978 TRAILING CHARGE TO TAG #095809D
DGT095809D02	3025521	6/1/1980 ADDITIONAL CHARGES TO TAG #095809D
DGT095810D	3025522	12/1/1976 CHARGING UNITS BATTERIES
DGT095810D01	3025523	12/1/1978 TRAILING CHARGE TO TAG #095810D
DGT095810D02	3025524	6/1/1980 TRAILING CHARGE TO TAG #095810D
DGT095811D	3025525	12/1/1976 CHARGING UNITS BATTERIES
DGT095811D01	3025526	12/1/1978 TRAILING CHARGE TO TAG #095811D
DGT095811D02	3025527	6/1/1980 TRAILING CHARGE TO TAG #095811D
DGT095812D	3025528	12/1/1976 CHARGING UNITS BATTERIES

DGT095812D01	3025529	12/1/1978 TRAILING CHARGE TO TAG #095812D
DGT095812D02	3025530	6/1/1980 TRAILING CHARGE TO TAG #095812D
DGT095818D	3025531	1/1/1977 HEAT SEAL FINAL COVER
DGT095821D	3025532	1/1/1977 TURNSTILE
DGT095822D	3025533	1/1/1977 S O C INSERTER
DGT095823D	3025534	1/1/1977 COIL UP UNIT
DGT095826D	3025535	2/1/1977 WATER CHILLER PASTE MIXING
DGT095829D	3025538	4/1/1977 COIL UP UNIT
DGT095830D	3025539	4/1/1977 COIL UP UNIT
DGT095831D	3025540	6/1/1977 PULL BOX CASTER
DGT095832D	3025541	6/1/1977 PULL BOX CASTER
DGT095836D	3025542	10/1/1977 FRONT END LOADER
DGT095837D	3025543	10/1/1977 CHILLER FOR PULL BOX-20 TON
DGT095839D	3025545	10/1/1977 COIN ROLL
DGT095840D	3025546	10/1/1977 COIN ROLL
DGT095842D	3025547	10/1/1977 ROLLING MILL-7 STAND
DGT095843D	3025548	6/1/1976 SKID RACK
DGT095845D	3025549	12/1/1977 CHARGING UNIT
DGT095845D01	3025550	12/1/1978 TRAILING CHARGE TO TAG #095845D
DGT095846D	3025551	12/1/1977 CHARGING UNIT
DGT095846D01	3025552	12/1/1978 TRAILING CHARGE TO TAG #095846D
DGT095848D	3025553	12/1/1977 CHARGING UNIT
DGT095848D01	3025554	12/1/1978 TRAILING CHARGE TO TAG #095848D
DGT095849D	3025555	12/1/1977 CHARGING UNIT
DGT095849D01	3025556	12/1/1978 TRAILING CHARGE TO TAG #095849D
DGT095850D	3025557	12/1/1977 CHARGING UNIT
DGT095850D01	3025558	12/1/1978 TRAILING CHARGE TO TAG #095850D
DGT095854D	3025559	12/1/1977 CHARGING UNIT
DGT095854D01	3025560	12/1/1978 TRAILING CHARGE TO TAG #095854D
DGT095858D	3025561	12/1/1977 CHARGING UNIT
DGT095858D01	3025562	12/1/1978 TRAILING CHARGE TO TAG #095858D
DGT095859D	3025563	12/1/1977 CHARGING UNIT
DGT095859D01	3025564	12/1/1978 TRAILING CHARGE TO TAG #095859D
DGT095860D	3025565	12/1/1977 CHARGING UNIT
DGT095860D01	3025566	12/1/1978 TRAILING CHARGE TO TAG #095860D
DGT095861D	3025567	12/1/1977 CHARGING UNIT
DGT095861D01	3025568	12/1/1978 TRAILING CHARGE TO TAG #095861D
DGT095862D	3025569	12/1/1977 CHARGING UNIT
DGT095862D01	3025570	12/1/1978 TRAILING CHARGE TO TAG #095862D
DGT095868D	3025571	3/1/1978 TEST UNIT AND MODULES
DGT095870D	3025572	4/1/1978 COVER HEAT SEAL
DGT095872D	3025573	9/1/1978 BUTT WELDER
DGT095873D	3025574	9/1/1978 DEREELEER
DGT095874D	3025575	9/1/1978 DEREELEER
DGT095877D	3025576	9/1/1978 LUG FORM PRESS
DGT095878D	3025577	9/1/1978 ROTARY CUT OFF MACHINE
DGT095879D	3025578	9/1/1978 PILOT HOLE PIERCE PRESS
DGT095880D	3025579	9/1/1978 PLATE DRYING OVEN
DGT095882D	3025581	6/1/1976 SKID RACK
DGT095883D	3025582	6/1/1976 SKID RACK
DGT095884D	3025583	7/1/1978 THERMO CARE WATER CHILLER
DGT095885D	3025584	8/1/1978 FULLER BAG COLLECTOR
DGT095885D01	3025585	9/1/1978 TRAILING CHARGE TO TAG #095885D
DGT095887D	3025586	9/1/1978 CAMBER SENSOR
DGT095888D	3025587	11/1/1978 LABEL MACHINE
DGT095889D	3025588	12/1/1978 BATTERY CHARGING UNIT
DGT095890D	3025589	12/1/1978 BATTERY CHARGING UNIT
DGT095891D	3025590	12/1/1978 BATTERY CHARGING UNIT
DGT095892D	3025591	12/1/1978 BATTERY CHARGING UNIT
DGT095893D	3025592	12/1/1978 BATTERY CHARGING UNIT
DGT095894D	3025593	12/1/1978 BATTERY CHARGING UNIT
DGT095895D	3025594	12/1/1978 BATTERY CHARGING UNIT
DGT095896D	3025595	12/1/1978 BATTERY CHARGING UNIT
DGT095897D	3025596	12/1/1978 BATTERY CHARGING UNIT
DGT095898D	3025597	12/1/1978 BATTERY CHARGING UNIT
DGT095899D	3025598	12/1/1978 BATTERY CHARGING UNIT
DGT095900D	3025599	12/1/1978 BATTERY CHARGING UNIT

DGT095901A	3025600	11/1/2001 REBUILD #4 AIR COMPRESSOR - ORIGINAL TAG REFERENCE
DGT095901D	3025601	12/1/1978 AIR COMPRESSOR
DGT095901D01	3025602	7/1/1991 ADDL CHG(STRUCTURE OF COMPRESSOR)
DGT095902D	3025603	2/1/1979 BASE FOR STACKER
DGT095903D	3025604	2/1/1979 FREEZER
DGT095906D	3025606	2/1/1979 FILL IN CONVEYOR
DGT095907D	3025607	2/1/1979 FILL IN CONVEYOR
DGT095908D	3025608	2/1/1979 FILL IN CONVEYOR
DGT095909D	3025609	2/1/1979 CONVEYOR TO STORAGE
DGT095910D	3025610	2/1/1979 CONVEYOR TO STORAGE
DGT095911D	3025611	2/1/1979 CONVEYOR TO STORAGE
DGT095912D	3025612	2/1/1979 CONVEYOR TO STORAGE
DGT095915D	3025614	4/1/1979 RIB TRIM MACHINE
DGT095916D	3025615	4/1/1979 TOP TERM ALIGNMENT MACHINE
DGT095919D	3025618	4/1/1979 CHILLER-15 TON
DGT095920D	3025619	5/1/1979 TEMPERATURE CONTROLLER
DGT095923D	3025620	7/1/1979 HEAT SEAL MACHINE
DGT095925D	3025622	7/1/1979 CASE GATHERING CONVEYOR FROM COS
DGT095927D	3025624	7/1/1979 CAMBER SENSOR
DGT095928D	3025625	7/1/1979 CAMBER SENSOR
DGT095932D	3025628	8/1/1979 OSI PLATE DRY OVEN
DGT095933D	3025629	8/1/1979 OSI PLATE DRY OVEN
DGT095934D	3025630	8/1/1979 5 STATION EXT FUSION MACHINE
DGT095935D	3025631	8/1/1979 SLITTER & CHOPPER
DGT095936D	3025632	8/1/1979 SLITTER & CHOPPER
DGT095937D	3025633	8/1/1979 COOLING CHAMBER
DGT095938D	3025634	8/1/1979 GROUP PALLET CONVEYOR
DGT095940D	3025635	8/1/1979 WORK PLATFORM FOR (2) CAST ON STRAP
DGT095942D	3025636	9/1/1979 SCREW CONVEYOR SYSTEM
DGT095943D	3025637	9/1/1979 PASTE RECLAIM SYSTEM
DGT095944D	3025638	9/1/1979 TENNENT FLOOR SWEEPER
DGT095944D01	3025639	9/1/1979 ADDITIONAL CHARGES TO TAG #095944D
DGT095946D	3025641	10/1/1979 CAST ON STRAP
DGT095947D	3025642	10/1/1979 GREEN GROUP SHORT TEST CONVEYOR
DGT095948D	3025643	10/1/1979 LEAK TEST CONVEYOR
DGT095949D	3025644	10/1/1979 GREEN GROUP SHORT TEST CONVEYOR
DGT095950D	3025645	10/1/1979 GREEN SHORT TEST CONVEYOR
DGT095953D	3025646	12/1/1979 CONVEYOR TO CHARGING TABLES
DGT095955D	3025649	12/1/1979 HOPPER AND CONVEYOR
DGT095957D	3025650	12/1/1979 VENTILATION SYSTEM
DGT095958D	3025651	12/1/1979 LEAK TEST
DGT095961D	3025652	12/1/1979 DROTT DECK CRANE
DGT095965D	3025655	2/1/1980 ROCKWELL BAND SAW
DGT095971D	3025657	6/1/1980 TIG WELDER
DGT095972D	3025658	6/1/1980 TIG WELDER
DGT095973D	3025659	6/1/1980 TIG WELDER
DGT095975D	3025660	6/1/1980 TIG WELD CONVEYOR SYSTEM
DGT095985D	3025666	12/1/1981 PASTE MIXER
DGT095985D01	3025667	12/1/1983 INSTRUMENTS FOR/PASTE MIXER
DGT095986D	3025668	12/1/1981 PASTE MIXER
DGT095986D01	3025669	12/1/1983 INSTRUMENTS FOR/PASTE MIXER
DGT095987D01	3025670	7/1/1984 INSTRUMENTS FOR/PASTE MIXER
DGT095989D	3025671	12/1/1981 STOCK DEREELER
DGT095990D	3025672	12/1/1981 STOCK DEREELER
DGT095991D	3025673	12/1/1981 STRETCH WRAP MACHINE
DGT095992D	3025674	12/1/1982 SINGLE STAND MILL
DGT095993D	3025675	12/1/1982 WATER CHILLER
DGT095993D01	3025676	1/1/1983 WATER CHILLER
DGT095994D	3025677	12/1/1982 WATER CHILLER
DGT095994D01	3025678	1/1/1983 WATER CHILLER
DGT095995D	3025679	12/1/1980 VENTILATION F/COLLECTION SYSTEM
DGT095996D	3025680	12/1/1980 VENTILATION F/COLLECTION SYSTEM
DGT095997D	3025681	12/1/1982 VENILATION F/COLLECTION SYSTEM
DGT095998D	3025682	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT095999D	3025683	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT096000D	3025684	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT098187D	3025690	12/1/1972 DUST COLLECTOR

DGT098361D01	3025691	10/31/1989 REBUILD MOLDING MACHINE
DGT098361D02	3025692	3/1/1992 ADDL CHG(700 T MOLDING MACH)
DGT100287D	3025696	6/1/1977 EXPAND PRESS
DGT100297D	3025698	6/1/1977 PASTE MIXER
DGT100306D	3025699	6/1/1977 BUTT WELDER
DGT100312D	3025700	6/1/1977 DEREELEER
DGT100315D	3025701	6/1/1977 DEREELEER
DGT100470D	3025702	9/1/1977 TIG TOP TERM BURN MACHINE
DGT102070D	3025703	7/1/1978 LUG TRIM PRESS
DGT102099D	3025704	8/1/1978 OSI PLATE DRY OVEN
DGT102511D	3025708	7/1/1979 SLITTER & CHOPPER
DGT102513D	3025709	7/1/1979 CAMBER SENSORS
DGT104491	3025710	2/1/1998 LEVELATOR
DGT104492	3025711	2/1/1998 LEVELATOR
DGT104493	3025712	2/1/1998 LEVELATOR
DGT104494	3025713	2/1/1998 LEVELATOR
DGT104495	3025714	2/1/1998 LEVELATOR
DGT104496	3025715	2/1/1998 LEVELATOR
DGT104497	3025716	2/1/1998 LEVELATOR
DGT104498	3025717	2/1/1998 LEVELATOR
DGT104499	3025718	2/1/1998 LEVELATOR
DGT104500	3025719	2/1/1998 LEVELATOR
DGT104501	3025720	2/1/1998 LEVELATOR
DGT104502	3025721	2/1/1998 LEVELATOR
DGT105567D	3025724	6/1/1983 STRETCH WRAP MACHINE
DGT105650D	3025725	8/1/1983 SINGLE STAND MILL
DGT105751D	3025726	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT105752D	3025727	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT105753D	3025728	2/1/1983 TRABON LUBE SYSTEM
DGT105754D	3025729	2/1/1983 TRABON LUBE SYSTEM
DGT105755D	3025730	2/1/1983 SINGLE STAND MILL
DGT105756D	3025731	3/1/1983 DIESEL FIRE PUMP
DGT105757D	3025732	3/1/1983 ELECTRIC FIRE PUMP
DGT105758D	3025733	3/1/1983 JOCKEY PUMP
DGT105761D	3025734	12/1/1983 HYDRAULIC PASTE BOX
DGT105762D	3025735	12/1/1983 HYDRAULIC PASTE BOX
DGT105763D	3025736	12/1/1983 ROTARY PILOT HOLE MACHINE
DGT105764D	3025737	12/1/1983 ROTARY PILOT HOLE MACHINE
DGT105765D	3025738	12/1/1983 TANK FOR MIXER
DGT105766D	3025739	12/1/1983 TANK FOR MIXER
DGT105769D	3025741	6/1/1984 LABEL MACHINE
DGT105770D	3025742	8/1/1984 TIG WELDER
DGT105770D01	3025743	1/1/1995 ADDITIONAL CHARGES TO TAG #105770
DGT105771D	3025744	8/1/1984 TIG WELDER
DGT105771D01	3025745	1/1/1995 ADDITIONAL CHARGES TO TAG #105771
DGT105772D	3025746	8/1/1984 TIG WELDER
DGT105772D01	3025747	1/1/1995 ADDITIONAL CHARGES TO TAG #105772
DGT105773D	3025748	8/1/1984 TIG WELDER
DGT105773D01	3025749	1/1/1995 ADDITIONAL CHARGES TO TAG #105773
DGT105774D	3025750	10/1/1984 PILOT HOLE MACHINE
DGT105775D	3025751	12/1/1984 HEVI DUTY TRANSFORMER-300KVA LIGHTING
DGT105776D	3025752	12/1/1984 TANK FOR MIXER
DGT105777D	3025753	1/1/1985 HYDRAULIC PASTE BOX
DGT105781D	3025754	1/1/1985 BATTERY WASHER
DGT105787D	3025756	12/1/1985 EXPANDER PRESS #2
DGT105789D	3025757	8/1/1986 HI STACKER TIERING TRUCK
DGT105790D	3025758	8/1/1986 HI STACKER TIERING TRUCK
DGT105795D	3025759	9/1/1986 EPANDER PRESS #1LINE
DGT105796D	3025760	10/1/1986 PASTE MACH LINE#1
DGT105797D	3025761	10/1/1986 BUTT WELDER LINE#1
DGT105798D	3025762	10/1/1986 PASTE MIXER LINE #1
DGT105800D	3025763	10/1/1986 HOT RUNNER CONTROLLER(500T CINN MOLD)
DGT105801D	3025764	10/1/1986 MOLD MONITOR MACH #12(500T MOLD MACH)
DGT105802D	3025765	10/1/1986 PARTS CONV(25T MOLD MACH)15'&7'
DGT105805D	3025766	2/1/1987 EXPANDER PRESS LN#1
DGT105806D	3025767	2/1/1987 COVER HEAT SEAL
DGT105807D	3025768	4/1/1987 FINAL COVER FILT PLACER

DGT105810D	3025770	9/1/1987 CONV-HANDLE PLACEMENT
DGT105811D	3025771	5/1/1988 CHARGE PANEL
DGT105812D	3025772	5/1/1988 CHARGE PANEL
DGT105817D	3025773	2/1/1988 S.O.C. PROGRAMMABLE CONTROLLER
DGT105818D	3025774	2/1/1988 S.O.C. PROGRAMMABLE CONTROLLER
DGT105820D	3025775	2/1/1988 15T WATER CHILLER
DGT105822D	3025776	5/1/1988 CAST ON STRAP MACH
DGT105823D	3025777	5/1/1988 HI-RATE TESTER(5575L&R)
DGT105824D	3025778	5/1/1988 AIR BLAST SYS BLOWER
DGT105825D	3025779	5/1/1988 TOP TERM TIG BURN MACH
DGT105826D	3025780	5/1/1988 HI-RATE CONVEYOR
DGT105828D	3025782	11/1/1988 CHARGE FLOOR PROCESS FAN
DGT105830D	3025784	12/1/1988 LABEL MACHINE
DGT105831D	3025785	1/1/1989 SPOT FACE MACHINE
DGT105832D	3025786	1/1/1989 SPOT FACE MACHINE
DGT105834D	3025787	8/31/1989 AUTO STRETCH WRAP UNIT
DGT105837D	3025788	10/31/1989 LEAD SULFATE RECOVERY SYSTEM
DGT105839D	3025790	2/1/1990 CONVEYOR
DGT105840D	3025791	2/1/1990 90 DEGREE EXIT CONV(RIGHT SIDE INFEED OHB)
DGT105842D	3025793	8/1/1973 TRUCK POWERED SHOP
DGT105843D	3025794	3/1/1980 TRUCK-POWERED-SHOP
DGT105845D	3025795	8/1/1976 TRUCK-POWERED-SHOP
DGT105846D	3025796	5/1/1991 ROTARY DRUM PASTE MACH
DGT105847D	3025797	5/1/1991 ROTARY DRUM PASTE MACH
DGT105848D	3025798	5/1/1991 ROTARY DRUM PASTE MACH
DGT105849D	3025799	5/1/1991 ROTARY DRUM PASTE MACH
DGT105854D	3025802	12/1/1991 PRESTRETCH UNIT
DGT105856D	3025803	1/1/1993 ENCLOSURE F/3 DOORS
DGT105865D	3025804	3/1/1994 SPIROMETER
DGT105869D	3025806	2/28/1995 (9)TOLEDO SCALE WEIGHT CONTROLLERS
DGT105870D	3025807	1/1/1996 AUTOMATIC PALLETIZER
DGT105870E	3025808	11/1/2001 AUTOMATIC PALLETIZER
DGT105871	3025809	2/28/1997 (B) ULTRASONIC WELDER
DGT105871A	3025810	12/1/1998 TRAILING CHARGE TO DGT105871
DGT105871D	3025811	1/1/1987 GENIE BOOM ELECTRIC MAN LIFT
DGT105872D	3025813	3/1/1983 CLARK WALKING STYLE ELECTRIC SWEEPER/SCRUBBER
DGT105873	3025814	7/31/1997 AUTO OFF-BEAR SYS
DGT105874	3025816	7/31/1997 HEATING SYSTEM (UPGRADE)
DGT105876	3025817	11/1/2001 LEAD OXIDE VENTILATION ON XMET
DGT105878	3025818	11/1/2001 SYNTRON BOWL CONVERSION
DGT105880	3025819	11/1/2001 REBUILD CHANGE TABLE
DGT105881	3025820	11/1/2001 REBUILD CHANGE TABLES
DGT105883	3025821	11/1/2001 MANCOOLERS FOR C.O.S.
DGT105884	3025822	11/1/2001 REPAIR PERSON COOLERS - X-MET
DGT105886	3025824	11/1/2001 ROLLING MILL DRIVE UNIT
DGT105887	3025825	11/1/2001 REPLACE MODICON CONTROLLERS
DGT105888	3025826	11/1/1997 SAND FILTER
DGT105890	3025828	11/1/1997 POWERED SWEEPER
DGT105892	3025829	11/1/1997 HOT MELT EQUIPMENT
DGT105894	3025832	11/1/1997 RETENTION AREA
DGT105895	3025833	11/1/2001 LASER DATE CODE-CELL #1
DGT105897	3025834	11/1/2001 HI RATE MACHINE FOR LEAN CELL #1
DGT105898	3025835	11/1/2001 AIRCHECK FOR LEAN CELL #1
DGT105899	3025836	11/1/2001 AIRCHECK PANEL FOR LEAN CELL #1
DGT105902	3025837	11/1/2001 CARTON PRINTER MACHINE CELL #1
DGT105903	3025838	11/1/2001 HANDLE PLACER MACHINE
DGT105906	3025839	11/1/2001 LOW VOLUME SHRINK WRAP MACHINE
DGT105907	3025840	11/1/2001 HIGH SPEED SHRINK WRAP MACHINE
DGT105908	3025841	11/1/2001 INKJET PRINTER CELL #1
DGT105911	3025842	11/1/2001 DESIGN OF ACID HANDLING SYSTEM
DGT105912	3025843	11/1/2001 PLANT UPGRADES FOR LEAN CELLS
DGT105913	3025844	11/1/2001 LABEL JET LABELLER
DGT105914	3025845	11/1/2001 LABEL JET LABELLER
DGT105915	3025846	11/1/2001 LABEL JET LABELLER
DGT105916	3025847	11/1/2001 LABEL JET LABELLER
DGT105917	3025848	11/1/2001 LABEL JET LABELLER
DGT105918	3025849	11/1/2001 LABEL JET LABELLER

DGT105920	3025850	11/1/2001 HEAT SEAL FOR MISC. LINE
DGT105921	3025851	11/1/2001 POLY STORAGE ELIMINATION EQUIPMENT TO MOVE PLASTI
DGT105924	3025852	11/1/2001 QC LAB BITRODE CYCLER FOR NEW BRUNSWICK
DGT106102D	3025853	6/1/1984 PILOT HOLE MACHINE
DGT106164D	3025854	9/1/1984 BRIDGEPORT TAPE MILL
DGT106164D01	3025855	10/1/1984 TRAILING CHARGE TO TAG #106164D
DGT109106D	3025858	12/1/1988 PASTE MACH(ROTARY DRUM)
DGT111097D	3025859	4/1/1993 BOILER CONTROL FOR #1
DGT111098D	3025860	4/1/1993 BOILER CONTROL FOR #2
DGT111099D	3025861	4/1/1993 BOILER CONTROL FOR #3
DGT111100D	3025862	4/1/1993 BOILER CONTROL FOR #4
DGT111673D	3025864	7/1/1994 RED LEAD STORAGE SYSTEM
DGT111673D01	3025865	7/1/1994 ADDITIONAL CHARGES TO TAG #111673D
DGT111673D02	3025866	1/1/1995 TRAILING CHARGES TO TAG #111673D
DGT111674D	3025867	7/1/1994 RED LEAD DELIVERY SYSTEM
DGT111674D01	3025868	7/1/1994 TRAILING CHARGE TO TAG #111674D
DGT112844	3025870	4/28/1999 INFORMATION BOARD
DGT113107	3025871	7/31/1997 ROBOT
DGT690000	3025872	1/2/1998 LEVELATOR
DGT690001	3025873	1/2/1998 LEVELATOR
DGT690002	3025874	1/2/1998 LEVELATOR
DGT690003	3025875	1/2/1998 LEVELATOR
DGT690004	3025876	1/2/1998 LEVELATOR
DGT690005	3025877	1/2/1998 LEVELATOR
DGT690006	3025878	1/2/1998 LEVELATOR
DGT690007	3025879	1/2/1998 LEVELATOR
DGT690008	3025880	1/2/1998 LEVELATOR
DGT690009	3025881	1/2/1998 LEVELATOR
DGT690010	3025882	1/2/1998 LEVELATOR
DGT690011	3025883	1/2/1998 LEVELATOR
DGT690012	3025884	1/2/1998 LEVELATOR
DGT690013	3025885	1/2/1998 LEVELATOR
DGT690014	3025886	1/2/1998 LEVELATOR
DGT690015	3025887	1/2/1998 LEVELATOR
DGT690016	3025888	8/1/1998 TIG WELDER
DGT690017	3025889	1/2/1998 DOCK LOCK
DGT690018	3025890	1/2/1998 DOCK LOCK
DGT690019	3025891	1/2/1998 DOCK LOCK
DGT690021	3025893	1/2/1998 DOCK LOCK
DGT690022	3025894	1/2/1998 DOCK LOCK
DGT690023	3025895	1/2/1998 DOCK LOCK
DGT690024	3025896	1/2/1998 DOCK LOCK
DGT690025	3025897	1/2/1998 DOCK LOCK
DGT690027	3025899	1/2/1998 SITE SIGN (DELPHI)
DGT690028	3025900	4/1/1998 PERFORATOR LINE UPC
DGT690030	3025901	11/1/1998 LIFT TABLE
DGT690031	3025902	11/1/1998 LIFT TABLE
DGT690032	3025903	11/1/1998 LIFT TABLE
DGT690033	3025904	11/1/1998 NON SLIP FLOOR COATING-EXPANDER&PASTE MACH. AREAS
DGT690034	3025905	11/1/1998 TRANSFORMER
DGT690035	3025906	11/1/1998 LABEL MACHINE
DGT690036	3025907	11/1/1998 ALARMED FEEDER TO FIRE PUMP HOSE
DGT690040	3025908	11/1/1998 AUXILLARY REMOTE FIRE DEPT CONNECTION
DGT690041	3025909	11/1/1998 AUTOMATIC PLATE STACKER SYS W/CONTROLS F/X-MET1
DGT690042	3025910	11/1/1998 AUTOMATIC PLATE STACKER SYS W/CONTROLS F/X-MET2
DGT690043	3025911	11/1/1998 AUTOMATIC PLATE STACKER SYS W/CONTROLS F/X-MET3
DGT690044	3025912	1/2/1998 ROBOT
DGT690045	3025913	1/2/1998 ROBOT
DGT690046	3025914	1/2/1998 ROBOT
DGT690047	3025915	1/2/1998 ROBOT
DGT690048	3025916	11/1/1998 ABB-IRB 6400 ROBOT FOR AUTOMATIC PLATE HANDLING
DGT690049	3025917	11/1/1998 ABB-IRB 6400 ROBOT FOR AUTOMATIC PLATE HANDLING
DGT690050	3025918	11/1/1998 ABB-IRB 6400 ROBOT FOR AUTOMATIC PLATE HANDLING
DGT690051	3025919	11/1/1998 ABB-IRB 6400 ROBOT FOR AUTOMATIC PLATE HANDLING
DGT690052	3025920	1/2/1998 AUTOMATED ORIENTATION ROBOT
DGT690053	3025921	1/2/1998 TITAN CENTRAL CHILL
DGT690054	3025922	1/2/1998 AIR DRYER



DGT690055	3025923	1/2/1998 AIR DRYER
DGT690056	3025924	11/1/2001 BRIDGE CRANE
DGT690057	3025925	1/1/1999 NEW BRUNSWICK STORM WATER TREATMENT
DGT690058	3025926	11/1/2001 DUST COLLECTION SYSTEM FOR THE X-MET LINE
DGT690060	3025927	11/1/2001 ELECTRICAL DISTRIBUTION SYSTEM FOR THE X-MET LINE
DGT690065	3025928	11/1/2001 COULTER COUNTER PER DAVE MCCORD - MEASURES OXIDE P
DGT690068	3025929	11/1/2001 HEAT SEAL MACHINE #1
DGT690069	3025930	11/1/2001 HEAT SEAL MACHINE #2
DGT690070	3025931	11/1/2001 HEAT SEAL MACHINE #3
DGT690071	3025932	11/1/2001 HEAT SEAL MACHINE #4
DGT690072	3025933	11/1/2001 CONVERT BOILERS TO-ONLY MARK GOODWIN AUTHORIZATION
DGT690073	3025934	11/1/2001 ACID TANK
DGT690074	3025935	11/1/2001 ACID TANK
DGT690075	3025936	11/1/2001 ACID TANK
DGT690076	3025937	11/1/2001 ACID TANK
DGT690077	3025938	11/1/2001 NEW AIR WASHER FAN - INSTALLED
DGT690078	3025939	11/1/2001 NEW AIR WASHER FAN - INSTALLED
DGT690081	3025940	11/1/2001 BLOWER UNIT FOR AIR WASHER
DGT690082	3025941	1/1/2002 BLOWER UNIT FOR AIR WASHER
DGT690111	3025942	11/1/2001 FEED WATER PUMP #1 IN POWER PLANT
DGT690112	3025943	11/1/2001 FEED WATER PUMP #2 IN POWER PLANT
DGT690113	3025944	11/1/2001 BUSS DUCT UPGRADE
DGT690115	3025945	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690116	3025946	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690117	3025947	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690118	3025948	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690119	3025949	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690120	3025950	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690122	3025951	11/1/2001 SHEET METAL SHEAR
DGT690123	3025952	11/1/2001 SONIC WELDER SYSTEM
DGT690124	3025953	11/1/2001 HIGH VOLTAGE GREEN GRP TEST MACHINE
DGT690125	3025954	11/1/2001 HIGH VOLTAGE GREEN GRP TEST MACHINE
DGT690126	3025955	11/1/2001 AERIAL PLATFORM TRUCK - NEW
DGT690129	3025957	1/1/2002 PHASE II REPAIRS TO FORMATION VENTILATION - PROCES
DGT690132	3025958	11/1/2001 BATTERY LAB AIR CONDITIONER, UPGRADE
DGT690134	3025959	1/1/2002 SEPARATE PROPANE SYSTEMS FOR PROD PROC, PLANT BOIL
DGT690135	3025960	11/1/2001 WALMART J240H T BATTERY, APPLICATOR AND TUBING
DGT690136	3025961	11/1/2001 WALMART J240H T BATTERY, ELECTRICAL CONTROLS
DGT690137	3025962	11/1/2001 WALMART J240H T BATTERY, ELECTRICAL CONTROLS
DGT690138	3025963	11/1/2001 WALMART J240H T BATTERY, ENGINEERING DESIGN
DGT690139	3025964	11/1/2001 WALMART J240H T BATTERY, HOIST
DGT690140	3025965	11/1/2001 LEAD STRIP MILL (FROM MUNCIE)
DGT690141	3025966	11/1/2001 WALMART J240 HT BATTERY, MQ 2 MTL
DGT690147	3025967	11/1/2001 LIFT & ROTATE TABLE # 1 FOR BATTERY PLATE SKIDS
DGT690148	3025968	11/1/2001 LIFT & ROTATE TABLE # 2 FOR BATTERY PLATE SKIDS
DGT690149	3025969	11/1/2001 LIFT & ROTATE TABLE # 3 FOR BATTERY PLATE SKIDS
DGT690150	3025970	11/1/2001 LIFT & ROTATE TABLE # 4 FOR BATTERY PLATE SKIDS
DGT690151	3025971	11/1/2001 LIFT & ROTATE TABLE # 5 FOR BATTERY PLATE SKIDS
DGT690152	3025972	11/1/2001 LIFT & ROTATE TABLE # 6 FOR BATTERY PLATE SKIDS
DGT690153	3025973	11/1/2001 LIFT & ROTATE TABLE # 7 FOR BATTERY PLATE SKIDS
DGT690156	3025974	11/1/2001 LIFT & ROTATE TABLE # 8 FOR BATTERY PLATE SKIDS
DGT690157	3025975	11/1/2001 LIFT & ROTATE TABLE # 9 FOR BATTERY PLATE SKIDS
DGT690158	3025976	11/1/2001 LIFT & ROTATE TABLE # 10 FOR BATTERY PLATE SKIDS
DGT690159	3025977	11/1/2001 LIFT & ROTATE TABLE # 11 FOR BATTERY PLATE SKIDS
DGT690160	3025978	11/1/2001 LIFT & ROTATE TABLE # 12 FOR BATTERY PLATE SKIDS
DGT690161	3025979	11/1/2001 LIFT & ROTATE TABLE # 13 FOR BATTERY PLATE SKIDS
DGT690162	3025980	11/1/2001 LIFT & ROTATE TABLE # 14 FOR BATTERY PLATE SKIDS
DGT690163	3025981	11/1/2001 ACID RECLAIM PUMP # 1
DGT690164	3025982	11/1/2001 ACID RECLAIM PUMP # 2
DGT690165	3025983	11/1/2001 WALMART J240HT BATTERY, SCRAP COLLECTION SYSTEM
DGT690166	3025984	11/1/2001 INSTALL EQUIP TRANS FROM TRENTON
DGT690168	3025985	11/1/2001 HOOD FOR OPERATOR QUALITY TESTING EQUIPMENT
DGT690169	3025986	11/1/2001 ACID ABSORPTION TESTER
DGT690176	3025987	11/1/2001 HEAT EXCHANGER FOR WASH TUNNEL - NB
DGT690177	3025988	1/1/2002 PERSONNEL VACUUM SYS. ON CLEAN AREA DOORWAY (1 OF
DGT690178	3025989	11/1/2001 INSTALL HIGH SPEED ROLLUP DOOR TO SHIPPING DEPT
DGT690181	3025990	11/1/2001 REPLACE CHARGE TABLE BLOWER

DGT690194	3025991	11/1/2001 BOILER CONTROLLER (1 OF 3)
DGT690195	3025992	11/1/2001 BOILER CONTROLLER (2 OF 3)
DGT690196	3025993	11/1/2001 BOILER CONTROLLER (3 OF 3)
DGT690218	3025994	1/1/2002 PERSONNEL VACUUM SYS. IN CLEAN AREA DOORWAY (2 OF
DGT690219	3025995	1/1/2002 PERSONNEL VACUUM SYS. IN CLEAN AREA DOORWAY (3 OF
DGT690220	3025996	1/1/2002 PERSONNEL VACUUM SYS. IN CLEAN AREA DOORWAY (4 OF
DGT720001	3025997	4/28/1999 ACID FILL MACHINE
DGT720002	3025998	4/28/1999 MOD. TO VR
DGT720007	3025999	4/28/1999 50 AMP RECTIFIER
DGT720010	3026000	4/28/1999 UPDATE STACKER SYSTEM
DGT72383	3026001	11/1/2001 REBUILD 700 MOLDING MACHINE
DGT72395	3026002	1/1/2002 CAST ON STRAP CONTROLS
DGT72396	3026003	1/1/2002 PROPANE BACK UP SYSTEM FOR BOILERS
DGT72413	3026004	1/1/2002 AUTO PLATE STIELER SYSTEM CONTROLS #4
DGT74405	3026005	11/1/2001 ACID FILL/PREWASH MACHINE CELL #1
DGT74406	3026006	11/1/2001 ACID MIX SYSTEM CELL #1
DGT74407	3026007	11/1/2001 WASHER/DRYER FOR FINISHED BATTERIES CELL #1
DGT74408	3026008	11/1/2001 BITROBE HIRATE CELL #1
DGT095387D	3026009	11/1/2001 CAPITALIZABLE MAINTENANCE - RECONDITION I.R. AIR C
DGT018263N	3026024	1/1/1979 CASE GATHERING CONVEYOR
DGT018358N	3026079	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT018359N	3026080	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT018360N	3026081	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT018361N	3026082	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT018362N	3026083	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT081436D	3026331	11/1/1974 STRAP CAST MACHINE
DGT081437D	3026332	11/1/1974 STRAP CAST MACHINE
DGT081438D	3026333	11/1/1974 STRAP CAST MACHINE
DGT091798D	3026399	12/1/1977 CAST ON STRAP MACHINE
DGT101707D	3026558	7/1/1985 STRETCH WRAP MACHINE
DGT101750D	3026598	1/1/1988 OSI OVEN-ENERGY RECOVERY SYSTEM
DGT081611D	3027025	4/1/1977 VACUUM SYSTEM FOR INCAPTULATORS
DGT081622D	3027033	7/1/1977 PLATE ENCAPSULATOR
DGT081623D	3027035	7/1/1977 PLATE ENCAPSULATOR
DGT081648D	3027064	8/1/1977 SPECTROGRAPH
DGT081649D	3027066	8/1/1977 HEAT SEAL MACHINE FINAL
DGT081650D	3027067	8/1/1977 HEAT SEAL MACHINE FINAL
DGT081651D	3027068	8/1/1977 HEAT SEAL MACHINE FINAL
DGT081693D	3027101	10/1/1977 TEMPERATURE CONTROL FOR TERMINAL
DGT081705D	3027112	11/1/1977 FINAL COVER LEAK TEST
DGT081743D	3027130	9/1/1978 BUTT WELDER
DGT095750D	3027192	12/1/1976 X MAT EXPANDING PRESS
DGT095758D	3027208	12/1/1976 PASTE MIXER
DGT096940D	3027221	5/1/1972 WATER CHILLER
DGT100166D	3027229	4/1/1977 TIG BURN MACHINE
DGT100357D	3027246	7/1/1977 EDGE TRIM & CHOPPER UNIT
DGT100485D	3027251	9/1/1977 ENCAPSULATOR
DGT100486D	3027252	9/1/1977 ENCAPSULATOR
DGT103764D	3027269	9/1/1978 GROUP ALIGN CONVEYOR MACHINE
DGT103775D	3027277	12/1/1978 ENCAPSULATION & COLLATION MACHINE
DGT103776D	3027279	12/1/1978 ENCAPSULATION & COLLATION MACHINE
DGT103780D	3027283	1/1/1979 COVER HEAT SEAL
DGT103780D01	3027284	3/1/1979 TRAILING CHARGE TO TAG #103780D
DGT103794D	3027288	4/1/1979 GREEN GROUP SHORT TEST CONVEYOR #1
DGT103815D	3027299	7/1/1979 STRAP CAST STATION
DGT103833D	3027307	10/1/1979 WATER CHILLER-15 TON
DGT103848D	3027313	12/1/1979 DC DC MODULE
DGT103849D	3027314	12/1/1979 DC DC MODULE
DGT103850D	3027315	12/1/1979 DC DC MODULE
DGT103851D	3027316	12/1/1979 DC DC MODULE
DGT103852D	3027317	12/1/1979 DC DC MODULE
DGT103853D	3027318	12/1/1979 DC DC MODULE
DGT103854D	3027319	12/1/1979 DC DC MODULE
DGT103856D	3027321	12/1/1979 DC DC MODULE
DGT103857D	3027322	12/1/1979 DC DC MODULE
DGT103907D	3027345	11/1/1982 WATER CHILLER
DGT103933D	3027353	9/1/1983 HEAT TREAT FURNACE

DGT104743D	3027392	6/1/1980 BRANSON WELD UNIT
DGT107507D	3027402	1/1/1986 DUST COLLECTOR
DGT107566D	3027438	3/1/1990 EKG MACHINE
DGT107586D	3027452	1/1/1991 GMF ROBOT FOR C.O.S. LINE
DGT107588D	3027454	6/1/1991 JWI LEAD FILTER PRESS
DGT107609D	3027463	1/1/1992 LEBLOND MAKINO LATHE
DGT107619D	3027469	2/1/1992 DIGITAL READOUT FOR LEBLOND LATHE
DGT107621D	3027470	4/1/1992 TEMP CONTROLLER FOR MOLD MACH
DGT107636D	3027479	4/1/1994 SATELLITE SPIROMETER
DGT107647D	3027487	1/1/1994 CHILLER SYSTEM FOR #2 LEAD STRIP
DGT107678D	3027499	7/1/1995 SPRAYMATION HOT MELT EQUIPMENT
DGT107698	3027515	6/30/1997 DIELECTRIC TEST CONTROL
DGT107700	3027517	7/31/1997 AUTO OFF
DGT107723B	3027544	6/1/1999 FORMATION TABLE SYSTEM
DGT107731	3027549	11/1/2001 LIFT TABLE FOR PLATES
DGT107732	3027550	11/1/2001 LIFT TABLE FOR PLATES
DGT107733	3027551	11/1/2001 LIFT TABLE FOR PLATES
DGT107734	3027552	11/1/2001 LIFT TABLE FOR PLATES
DGT107735	3027553	11/1/2001 LIFT TABLE FOR PLATES
DGT107736	3027554	11/1/2001 LIFT TABLE FOR PLATES
DGT107744	3027559	4/1/2000 TOP TERMINAL TIG WELDER
DGT600015	3027596	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600016	3027597	11/1/2001 44 X 55 4000LB CAPACITY SCISSOR LIFT
DGT600017	3027598	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600018	3027599	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600019	3027600	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600020	3027601	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600043	3027617	11/1/2001 SEPERATOR ROLL LIFT, JIB CRANE, AND HOIST
DGT600044	3027618	11/1/2001 SEPERATOR ROLL LIFT, JIB CRANE AND HOIST
DGT600045	3027619	11/1/2001 PROTOTYPE WATER BATH FORMATION SYSTEM
DGT600049	3027622	11/1/2001 FORMATION CHARGING TABLE #3
DGT600056	3027625	11/1/2001 ROBOT TO LOAD BATTERY GROUPS INTO CAST-ON-STRAP MA
DGT600106	3027656	11/1/2001 WALMART J240HT BATT, SCRAP COLLECTION SYSTEM
DGT690101	3051124	9/11/2002 SEPARATOR LIFTING JIB CRANE AND HOIST
DGT690099	3051125	9/11/2002 DELPHI MACHINE TO TEST BATTERY CELLS FOR SHORTS
DGT690097	3051126	9/11/2002 DELPHI WATER COOLING STATION
DGT690095	3051127	9/11/2002 DELPHI STRETCH/PERFORATE MACHINE
DGT690094	3051128	9/11/2002 DELPHI GROUP LOADING MACHINE STATION
DGT690093	3051129	9/11/2002 DELPHI TOP TERMINAL COVER SPIN MACHINE
DGT690092	3051130	9/11/2002 DELPHI GROUP LOADING MACHINE STATION
DGT690102	3051131	9/11/2002 SEPARATOR LIFTING JIB CRANE AND HOIST
DGT690187	3051132	9/11/2002 (#6) COS HOIST & FRAME PLUS INSTALLATION
DGT690186	3051133	9/11/2002 (#5) COS HOIST & FRAME PLUS INSTALLATION
DGT690185	3051134	9/11/2002 (#4) COS HOIST & FRAME PLUS INSTALLATION
DGT690184	3051135	9/11/2002 (#3) COS HOIST & FRAME PLUS INSTALLATION
DGT690183	3051136	9/11/2002 (2) COS HOIST & FRAME PLUS INSTALLATION
DGT690182	3051137	9/11/2002 (#1) COS HOIST & FRAME PLUS INSTALLATION
DGT690103	3051138	9/11/2002 FILTRATION SYSTEM FOR CHILLED WATER SUPPLY
DGT690212	3051139	9/11/2002 WELDER #8
DGT690211	3051140	9/11/2002 WELDER #7
DGT690210	3051141	9/11/2002 WELDER #6
DGT690209	3051142	9/11/2002 WELDER #5
DGT690208	3051143	9/11/2002 WELDER #4
DGT690207	3051144	9/11/2002 WELDER #3
DGT690206	3051145	9/11/2002 WELDER #2
DGT690213	3051146	9/11/2002 WELDER #9
DGT690083	3051147	9/11/2002 BIG JOE LIFT TRUCK (REV. 1)
DGT105901	3051148	9/11/2002 REPLACE HEAT SEALER
DGT105900	3051149	9/11/2002 FIRE PTOECTION FOR GREEN GROU/ VACUUM EXHAUSTER
DGT105896	3051150	9/11/2002 REPLACE HEAT SEALERS
DGT690216	3051151	9/11/2002 WELDER #12
DGT690215	3051152	9/11/2002 WELDER #11
DGT690214	3051153	9/11/2002 WELDER #10
DGT690188	3051154	9/11/2002 DELPHI MACHINE TO ALIGN TOP TERMINAL POSTS
DGT105910	3051170	9/11/2002 RE ROUTE STORM OUTFALL
72414	3051171	9/11/2002 VACUUM EXHAUSTER
72393	3051172	9/11/2002 REBUILD TWO CHANGE TABLE

DGT690202	3051173	9/11/2002 WATER CONSERVATION SYSTEM FOR BATTERY WASHER
DGT690191	3051174	9/11/2002 MISC CONVEYORS FOR LAYOUT CHANGES TO GRN GRP LEAN
DGT690190	3051175	9/11/2002 VENTILATION COLLECTOR FAN FOR GREEN GROUP LEAN CEL
72370	3051176	9/11/2002 FIRE PROTECTION UPGRADE
DGT690109	3051182	9/11/2002 ROBOT TO LOAD BATTERY GROUPS INTO CAST-ON-STRAP MA
DGT690205	3051183	9/11/2002 WELDER #1
DGT690130	3051209	9/11/2002 LINE INSTALL COSTS FOR MQ 1 VALIDATION
DGT690121	3051210	9/11/2002 DELPHI LEAN COVER TO CASE HEAT SEAL MACHINE
DGT690108	3051211	9/11/2002 DELPHI SINGLE HEAD EF WELDER MACHINE
DGT690107	3051212	9/11/2002 GROUP HOTMELT MACHINE
DGT690106	3051213	9/11/2002 TOP TERMINAL HOTMELT MACHINE
DGT690104	3051214	9/11/2002 DELPHI CAST-ON-STRAP MACHINE REBUILD OF DGS0099445
DGT690096	3051215	9/11/2002 DELPHI SINGLE HEAD EF WELDER MACHINE
DGT690131	3051216	9/11/2002 PRODUCTIVE MTL FOR MQ 1 VALIDATION
DGT690203	3051217	9/11/2002 XMET PASTE MIXER #1 UPGRADE (REPLACES DGT100297D)
DGT690174	3051218	9/11/2002 #2 DR2-NB ENCAPSULATION/COLLATION MACHINE
DGT690173	3051219	9/11/2002 #1 DR2-NB ENCAPSULATION/COLLATION MACHINE
DGT690144	3051220	9/11/2002 UPGRADE BATTERY ACID RETENTION & DIST-TANK & COOLI
DGT690143	3051221	9/11/2002 UPGRADE BATTERY ACID RETENTION & DIST-CONSTR & INS
DGT690142	3051222	9/11/2002 UPGRADE BATTERY ACID RETENTION & DIST & ACID HOUSE
DGT690133	3051223	9/11/2002 NFPA VENTING ON PROPANE REGULATORS
DGT690087	3051228	9/11/2002 DELPHI LEAN TOP TERMINAL TIG WELDER
DGT690086	3051229	9/11/2002 DELPHI LEAN SIDE TERMINAL TIG WELDER
DGT056948	3051230	9/11/2002 OXIDE GRINDER CONTROL PANEL REBUILT
DGT72373	3051408	9/25/2002 replace sulfuric acid tank
DGT72387	3051409	9/25/2002 new brunswick security upgrade
DGT600175	3115835	2/10/2003 #5 DR3 ENCAPSULATION COLLATION MACHINE
DGT600174	3115836	2/10/2003 #4 DR3 ENCAPSULATION COLLATION MACHINE
DGT600173	3115837	2/10/2003 #3 DR3 ENCAPSULATION COLLATION MACHINE
DGT600172	3115838	2/10/2003 #2 DR3 ENCAPSULATION COLLATION MACHINE
DGT600171	3115839	2/10/2003 #1 DR3 ENCAPSULATION COLLATION MACHINE
DGT600176	3115841	2/10/2003 #6 DR3 ENCAPSULATION COLLATION MACHINE
DGT600178	3115842	2/10/2003 LOAD STATION & MAGAZINE FOR ROBOT LOAD
DGT600170	3115843	2/10/2003 ABB ROBOTS (4 OF 4)
DGT600169	3115844	2/10/2003 ABB ROBOTS (3 OF 4)
DGT600168	3115845	2/10/2003 ABB ROBOTS (2 OF 4)
DGT600167	3115846	2/10/2003 ABB ROBOTS (1 OF 4)
DGT600177	3115848	2/10/2003 CONVEYORS FOR DR3
DGT600126	3115866	2/11/2003 #2 DR2-AN ENCAPSULATION/COLLATION MACHINE
DGT600125	3115867	2/11/2003 #1 DR2-AN ENCAPSULATION/COLLATION MACHINE
DGT600060	3115887	2/12/2003 INTERMEDIATE COVER. ASSY. MACHINE FOR MARINE
DGT600203	3115900	2/12/2003 FORMATION TABLE #2
DGT600193	3115907	2/12/2003 OPERATOR ASSIST FOR DR-3 (1 OF 2)GREEN GROUP LEAN
DGT600194	3115908	2/12/2003 OPERATOR ASSIST FOR DR-3 (2 OF 2)GREEN GROUP LEAN
DGT600075	3115918	2/12/2003 HI VOLTAGE GREEN GROUP SHORT CHECK- MISC GREEN GRP
DGT600229	3117571	5/22/2003 LIFT ASSIST FOR DR-3
DGT600230	3117572	5/22/2003 LIFT ASSIST FOR DR-3
DGT600231	3117573	5/22/2003 LIFT ASSIST FOR DR-3
DGT600204	3117578	5/22/2003 CONVEYOR SYSTEM FOR MISC LINE DR-3
DGT600213	3117580	5/22/2003 CONVEYER FOR DR-3 #3&4 ON MISC. LINE
DGT690276	3151172	9/23/2003 BUSS DUCT FOR 1203
DGT690180	3151173	9/23/2003 BACKFLOW PREVENTORS ON WATER MAINS
DGT690267	3151174	9/23/2003 NEW PROCESS BOILER FOR PLATE STEAM HOODS
DGT690262	3151175	9/23/2003 INSTALL NATURAL GAS LINE IN PLANT
DGT690260	3151183	9/23/2003 GRAPHITE HEAT EXCHANGER FOR ACID HOUSE
DGT690263	3151189	9/23/2003 LIFT PUMP #1
DGT690259	3151190	9/23/2003 CHARGE TABLE 25
DGT690258	3151191	9/23/2003 CHARGE TABLE 24
DGT690236	3151192	9/23/2003 NEW CHARGE TABLE
DGT690235	3151193	9/23/2003 NEW CHARGE TABLE
DGT690224	3151194	9/23/2003 INSTALLATION OF MAJOR MECHANICAL, VENTILATION, ELECT
DGT690222	3151195	9/23/2003 DESIGN OF NEW CHARGE TABLE VENTILATION
DGT690265	3151196	9/23/2003 LIFT PUMP #2
DGT695033	3152528	10/17/2003 PASTE MIXER BOWL
DGT690230	3153273	11/22/2003 LUG FORM PILOTED DIE (XMET LINE 3)
DGT690229	3153274	11/22/2003 LUG FORM CUT-OFF MACHINE (XMET LINE 2)
DGT690204	3153275	11/22/2003 BAR CODE ERROR PROOFING PROJECT

DGT690193	3153276	11/22/2003 STATION TO REMOVE FORMATION CHARGE SPOOLS
DGT690283	3153277	11/22/2003 HEAT SEAL MACHINE
DGT690234	3153278	11/22/2003 REFURBISH SIDE TERMINAL PLACEMENT MACHINE
DGT690233	3153279	11/22/2003 REFURBISH TOP TERMINAL PLACEMENT MACHINE
DGT690231	3153280	11/22/2003 NEW SCRAP CONVEYOR (XMET LINE 4)
DGT690228	3153281	11/22/2003 PASTE BOX & RAILS (XMET LINE 1)
DGT690232	3153282	11/22/2003 NEW STRIP WIDTH GAGE (XMET LINE 5)
DGT695034	3153284	11/22/2003 OIL PURIFICATION SYSTEM
DGT690261	3153285	11/22/2003 BUFFER CONVEYOR FOR MISC LINE
DGT690257	3153286	11/22/2003 CONTROLS SYS FOR CUTTING ON THE GRID FUNCTIONS
DGT690256	3153287	11/22/2003 VISION SYS FOR NO SPIN CONDITION AND SPOT FACE QUA
DGT690255	3153288	11/22/2003 SPARE EQUIPMENT TO CUT ON GRID JUNCTIONS (XMET)
DGT690254	3153289	11/22/2003 SCRAP SYSTEM FOR PHASE 1 TO CUT ON GRID JUNCTIONS
DGT690253	3153290	11/22/2003 NEW ACID FILL FOR MAIN LINE (WATERFALL)
DGT690226	3153291	11/22/2003 NEW WASHER AND DRYER FOR MAIN LINE
DGT690155	3153301	11/22/2003 POWER TRANSFORMER # 4 FOR LIFT AND ROTATE TABLES
DGT690154	3153302	11/22/2003 POWER TRANSFORMER # 3 FOR LIFT AND ROTATE TABLES
DGT690146	3153303	11/22/2003 POWER TRANSFORMER # 2 FOR LIFT AND ROTATE TABLES
DGT690145	3153304	11/22/2003 POWER TRANSFORMER # 1 FOR LIFT AND ROTATE TABLES
DGT690067	3153306	11/22/2003 OXIDE EQUIPMENT UPG (REACTOR CONTROLS)
DGT105892A	3153307	11/22/2003 HOT MELT EQUIPMENT (REBUILD)
DGT095660E	3153308	11/22/2003 REFURBISH #2 HEAT SEAL MACHINE
DGT095659E	3153309	11/22/2003 REFURBISH #2 HEAT SEAL MACHINE
DGT600124	3153354	11/25/2003 CONTROLLER FOR TIG WELDER
DGT600123	3153355	11/25/2003 CONTROLLER FOR TIG WELDER
DGT600046	3153358	11/25/2003 GROUP CONVEYOR SYSTEM
DGT0120950	3190741	1/31/2004 CAPITALIZE REBUILT COST (SUBMERSIBLE HEATERS LINDB
DGT690227	3190742	1/31/2004 SLURRY ROOM EQUIPMENT TO RECLAIM PASTE
DGT690278	3190743	1/31/2004 HOT MELT MACHINE OVERHAUL
DGT690192	3190744	1/1/2004 AUTOMATED ASSEMBLY CELL FOR CASES & TERMINAL ASSY
DGT690250	3190745	1/31/2004 AIR LEAK TEST MACHINE
DGT690273	3190750	1/31/2004 OXIDE DELIVERY SYSTEM
DGT690277	3190751	1/31/2004 INSULATOR DETECTION SYSTEM - MAINLINE
DGT690279	3190752	1/31/2004 INSULATOR DETECTION SYSTEM - MISC LINE
DGT600222	3190754	2/24/2004 #9 DR-3 ENCAPSULATION COLOLATION MACHINE
DGT690264	3190755	1/31/2004 AUTOMATIC INSULATOR INSERTER FOR SATURN BATTERY
DGT690266	3190756	1/31/2004 MACHINE TO INSTALL INSULATOR UNDER SIDE TERMINAL S
DGT690269	3190757	1/1/2004 HIGH RATE MACHINE BASE
DGT690270	3190758	1/31/2004 BITRODE VRL HIGH RATE
DGT690271	3190759	1/31/2004 BITRODE VRL HIGH RATE LOAD
DGT600217	3190800	2/24/2004 LOAD STATION & MAGAZINE FOR ROBOT LOAD
DGT600239	3190808	2/24/2004 CONVEYOR FOR DR-3
DGT600223	3191600	3/30/2004 #10 DR-3 ENCAPSULATION COLLATION MACHINE
DGT600237	3191601	3/30/2004 BATTERY CHARGE TABLE #4
DGT600236	3191602	3/30/2004 BATTERY CHARGE TABLE #3
DGT600235	3191610	3/30/2004 BATTERY CHARGE TABLE #2
DGT600234	3191618	3/30/2004 BATTERY CHARGE TABLE #1
DGT690258A	3192185	4/30/2004 CHARGE TABLE 24
DGT690259A	3192186	4/30/2004 CHARGE TABLE 25
DGT004779N05	3193545	1/1/2004 GENERAL SPENDING FOR MISC. PURCHASES - DESIGN, OUT
DGT012175N04	3193546	6/29/2004 UPGRADE FIRE LOOP AT PLANT
DGT690272	3193547	1/1/2004 HEATING SYSTEM FOR PLANT FOR 350000 CFM
DGT000254	3195184	9/16/2004 RECTIFIER CABINET
DGT000255	3195185	9/16/2004 RECTIFIER CABINET
DGT000256	3195186	9/16/2004 RECTIFIER CABINET
DGT000257	3195187	9/16/2004 RECTIFIER CABINET
DGT098361D03	3215010	11/30/2004 ADDL CHG(700 T MOLDING MACH)
DGT690104A	3215013	11/30/2004 007797 - DELPHI CAST-ON-STRAP M
DGT690295	3215132	12/1/2004-LASER DATE CODE
DGT690296	3215133	12/1/2004 TOP TERMINAL VISION SYSTEM 66 CELL
DGT690288	3220272	2/17/2005 48 HOUR STAND PROCESS LIFT TABLE EQUIPMENT
DGT690289	3220273	2/17/2005 48 HOUR STAND PROCESS SPOTFACE MACHINE
DGT690290	3220274	2/17/2005 48 HOUR STAND PROCESS TOPTIER MACHINE
DGT690297	3220275	2/17/2005 AFTERMARKET LINE AHERN-SOPER LABEL ERROR PROOF
DGT690298	3220276	2/17/2005 MAIN LINE AHERN-SOPER LABEL ERROR PROOF
DGT116709	3220311	1/1/2005 VRL #2
DGT116710	3220312	1/1/2005 LASER DATE CODE #2

DGT690096A	3220661	3/14/2005 UPGRADE DELPHI SINGLE HEAD EF WELDER MACHINE
DGT690108A	3220663	3/2/2005 INTERMEDIATE COVER AIR CHECK MACHINE
DGT690121A	3220664	3/2/2005 LEAN COVER TO CASE HEAT SEAL MACHINE
DGT690301	3220665	3/2/2005 DR3 PLATE LIFTS
DGT690287	3220669	2/17/2005 48 HR STAND PROCESS STORAGE EQUIP
DGT690307	3222009	1/1/2005 INSTALL DATRONICS INKJET SYSTEM
DGT690043A	3222460	5/9/2005 PLATE STACKER EQUIPMENT UPGRADE
DGT690188A	3222463	5/9/2005 TOP POST ALIGNMENT EQUIPMENT UPGRADE
DGT690173A	3222466	5/9/2005 #1 DR2 ENCAPSULATOR/COALATOR
DGT690299	3223037	6/14/2005 New Xmet Underground Scrap Conveyor
DGT690285	3223038	6/14/2005 SODIUM SULFATE DISPENSING SYSTEM EQUIPMENT
DGW690314	3223256	7/19/2005 MAIN LINE INCLINED CONVEYOR
DGT690293	3223278	7/20/2005 AUTO INSULATOR INSERTION MACH - MAIN LINE
DGT690294	3223279	7/20/2005 AUTO INSULATOR INSERTION MACH-MISC LINE
DGT012161N01	3223280	7/20/2005 INSTALL BAFFLES IN FORMATION TABLES
DGT690310	3223281	7/20/2005 WIRE BRUSH STATION-HONDA/TOYOTA LINE
DGT690317	3223282	7/20/2005 VRL REJECT PRINTER FOR HONDA/TOYOTA LINE
DGT690309	3223283	7/20/2005 VCI APPLICATOR FOR HONDA/TOYOTA LINE
DGT105868D	3223831	1/30/1995 ICE MAKER
DGT690302	3223862	8/24/2005 ROBOTIC LOAD EQUIP FOR COS MACHINE
DGT690311	3223863	8/24/2005 CONTROLS FOR COS - DR3 PROJECT
DGT690286	3223958	8/26/2005 OXIDE REACTOR #5
DGT690324	3223959	8/26/2005 OXIDE REACTOR #6
DGT690292	3224765	9/29/2005 007651 - FORMATION TEMPERATURE MONITORING SYSTEM
DGT690305	3224771	9/29/2005 ROBOT GUARDING SYSTEM #1
DGT690325	3224775	9/29/2005 ROBOT GUARDING SYSTEM #2
DGT690326	3224776	9/29/2005 ROBOT GUARDING SYSTEM #3
DGT690327	3224777	9/29/2005 ROBOT GUARDING SYSTEM #4
DGT690328	3224778	9/29/2005 ROBOT GUARDING SYSTEM#5
DGT690329	3224779	9/29/2005 ROBOT GUARDING SYSTEM#6
DGT690318	3225240	10/17/2005 PACKOUT LEVELATOR FOR HONDA/TOYOTA LINE
DGT690323	3225241	10/17/2005 HONDA/TOYOTA FINISHING LINE MATL
DGT690303	3225242	10/17/2005 INSTALL FINAL COVER PLACER SYSTEM
DGT690315	3226228	11/29/2005 MISC LINE TUNNEL STRUCTURE
DGT690312	3226231	11/29/2005 CONTROLS FOR DR3 CONVEYORS
DGT690316	3226243	11/29/2005 MISC LINE DR3 CONVEYOR
DGT690304	3226254	11/29/2005 GROUP CONVEYOR SYSTEM DR3'S TO ROBOTS - MAIN LINE
DGT690330	3226402	11/29/2005 OSHAWA VRL SCRAP SAW
DGT690331	3226403	11/29/2005 OSHAWA BITRODE UNIT
DGT690332	3226404	11/29/2005 OSHAWA HONDA BANDER SYSTEM-SURPLUS
DGT690308	3226436	12/19/2005 DR#3 CAMCO UNIT 1 OF 3
DGT690334	3226437	12/19/2005 DR#3 CAMCO UNIT 2 OF 3
DGT690335	3226438	12/19/2005 DR#3 CAMCO UNIT 3 OF 3
DGT690333	3227473	1/1/2006 OSHAWA INSPECTION VISION SYSTEM
DGT690322	3227475	1/1/2006 A BRADLEY CONTROLS FOR XMET LINE #4-MTL
DGT105866D	5000713	10/1/1994 GM TKS INFORMATION CENTER
DGT105866D01	5000714	1/1/1995 TRAILING CHARGES TO TAG #105866D

See Exhibit 1.21 for Real Property address

**EXHIBIT 1.1(vi)  
EXCLUDED RAW MATERIALS**

Excluded raw materials inventory includes the following parts numbers:

Raw Materials	Part Number
PURE LEAD (red +)	9599001
ALUMINUM (white +)	9692001
CALCIUM	9680001
3% ANT LEAD	9595001
100 % TIN	9681001
Polypropylene	9528001
HOT MELT-1213	9521001
DR4 EXPANDER	9672025
DR25 EXPANDER	19060890
POS GMX T/T BUSHING	19062042
NEG GMX T/T BUSHING	19062043
POS T/T BUSHING	10457694
NEG T/T BUSHING	10457695
HI-TEMP SIDE TERM	19057272
LEAD RING	19057273
CHROMA COLOR	9515001
RUBBER O-RING SEAL	19057274
4.6 CRYSTEX PAPER	9661046
3.5 CRYSTEX PAPER	9661035
4.1 CRYSTEX PAPER	9661041
3.75 CRYSTEX PAPER	19060891
LEXAN STRIP	9574002
660 SEPARATOR	10457660
658 SEPARATOR	10457658
196 SEPARATOR	19065196
889 SEPARATOR	19060889
DYNEL FIBER	9502001
SODIUM	9448001
TERMINAL SHEILDS	10496263
WAFER INSULATOR	10454924
INSULATOR ROLL	19065509
FLAME ARRESTORS	1892323
10" Interm Cover -	10472239
9" Interm Cvr	10472230
9" Interm Cvr	10472231
9" Interm Cvr	10472233
9" Interm Cvr	10472235

9" Interm Cvr	10472236
9" Interm Cvr	10472229
10" Interm Cover -	10472241
10" Interm Cover -	10472240
10" Interm Cover -	10472243
10" Interm Cover -	10472245
10" Interm Cover -	10472238



**EXHIBIT 1.11**

Raw Materials (direct materials) included in the Acquired Assets

Raw Materials	Part Number	STP Qty	UM	Unit	Minimum Inventory
ACID	9402001	45,000	LB	1 Tank	860,000
HYDROMETERS 1124	10491124	1,400	Pcs	Box	5
HYDROMETERS 5478	10495478	1,400	Pcs	Box	5
HYDROMETERS 2595	10492595	1,400	Pcs	Box	5
HYDROMETERS 8954	10498954	1,400	Pcs	Box	5
HYDROMETERS 8957	10498957	1,400	Pcs	Box	5
HYDROMETERS 7495	19057495	1,400	Pcs	Box	5
SLIPSHEETS-	39"x45"	300	Pcs	1 Pallet	8
SLIPSHEETS-	42"x48"	300	Pcs	1 Pallet	5
HONEYCOMB-	37"x44"x1.5	29	Pcs	1 Pallet	16
HONEYCOMB-	42"x44"x1	45	Pcs	1 Pallet	6
13" SHRINKWRAP	10457753	1,368	LB	1 Pallet	3
12" SHRINKWRAP	10453144	1,404	LB	1 Pallet	3
11" SHRINKWRAP	10457752	1,053	LB	1 Pallet	1
10" HANDLE	10457298	5,640	Pcs	1 Pallet	3
9" HANDLE	10457299	5,640	Pcs	1 Pallet	3
8" HANDLE	10457297	5,640	Pcs	1 Pallet	1
NEG SIDE TERMINAL CAP	10467094	4,280	Pcs	Crate	10
POS SIDE TERMINAL CAP	10489952	4,280	Pcs	Crate	10
TOP TERMINAL CAP	10471203	2,000	Pcs	Crate	12
TOP TERMINAL CAP	10471204	2,000	Pcs	Crate	12
TERMINAL ADAPTORS	10469296	1,080	Pcs	Box	3
HOT MELT-1246	9462001	31	LB	Box	2
083 FOAM BLOCK	275083	2,310	Pcs	1 Pallet	2
313 CARTON	10468313	1,000	Pcs	1 Pallet	1
325 CARTON	10468325	1,200	Pcs	1 Pallet	1
327 CARTON	10468327	1,000	Pcs	1 Pallet	1
073 CARTON	10474073	1,000	Pcs	1 Pallet	1
072 CARTON	10474072	1,000	Pcs	1 Pallet	1
561 CARTON	10489561	1,000	Pcs	1 Pallet	1
AC DELCO PLACARD	10457751	4,000	Pcs	Box	8
BU DELPHI PLACARD	10450883	4,000	Pcs	Box	2
GMX Interm Cvr	19063666	1320	Pcs	Pallet	6
GMX Final Cvr	19063668	4224	Pcs	Pallet	2

**EXHIBIT 1.13**

**IUE CONSENT**

**IUE-CWA - DELPHI  
MEMORANDUM OF AGREEMENT  
REGARDING THE SALE OF  
DELPHI NEW BRUNSWICK OPERATIONS AND  
SPECIAL ATTRITION PROGRAM**

**MEMORANDUM OF AGREEMENT** entered into this 25<sup>th</sup> day of May, 2006 between Delphi Corporation ("Delphi") and the International Union, IUE-CWA and IUE-CWA Local 416 (collectively the "IUE-CWA" or the "Union").

**WHEREAS**, effective August 1, 2006, Delphi seeks to sell its New Brunswick, New Jersey Operations to Johnson Controls, Inc. ("JCI") as an ongoing business consistent with the terms of this Memorandum of Agreement; and

**WHEREAS**, pursuant to the "Sale of Business" letter attached to the 2003 IUE-CWA-Delphi National Agreement as Document 7, JCI is required to assume the applicable terms of the 2003 IUE-CWA-Delphi National Agreement and to otherwise assume the Local Agreements with respect to New Brunswick; and

**WHEREAS**, it is the intent of the parties and the purpose of this Memorandum to establish a Special Attrition Program for all but 100 employees of the New Brunswick bargaining unit identified in accordance with seniority and plant staffing requirements and to transfer to JCI approximately 100 of the current Delphi bargaining unit members at the established New Brunswick Tier III rate and JCI benefit level. Therefore, the parties agree as follows:

1. The IUE-CWA agrees that:

A. Document 63 of the 2003 IUE-CWA-Delphi National Agreement is waived as to the sale of the New Brunswick Operations to JCI pursuant to the "New Brunswick Put and Call Agreement" between Delphi and JCI dated June 30, 2005;

B. JCI is not required to assume any contractual neutrality obligations collectively bargained by Delphi and the IUE-CWA; and

C. The International Union, IUE-CWA and Local 416 will continue to discuss Local Agreement modifications aimed at obtaining agreement on wage, benefits and work practices comparable to JCI's existing IUE-CWA bargaining agreements at JCI's St. Joseph, Missouri and Geneva, Illinois sites.

2. Delphi and the IUE-CWA agree on the following Special Attrition Program for all New Brunswick employees on active or on leave status with more than one year of seniority as of 8/1/06 and those employees in protected status assigned to the New Brunswick Operations who, except as to option 2.E. below, are participants in the Delphi Hourly-Rate Employees Pension Plan ("Delphi HRP"). Such employee may select one of the options set forth in clauses A through E below, as applicable to such employee:

A. If eligible to retire as of 8/1/06, retire as follows:

(i) \$35,000, less applicable withholdings, for normal or early voluntary retirement (85 points 30 and out, 60 years old with 10 years or more years of credited service) retroactive to October 1, 2005; or

(ii) 50 & 10 Mutually Satisfactory Retirement (MSR).

B. Any employee with at least 27 and less than 30 years of credited service regardless of age will be eligible for special voluntary placement in a pre-retirement program under the following terms:

(i) Employees electing this pre-retirement program must be eligible no later than August 1, 2006.

(ii) Employees will retire without additional incentives when they first accrue 30 years of credited service under the provisions of the Delphi HRP.

(iii) The gross monthly wages while in the program will be:

- |     |                           |         |
|-----|---------------------------|---------|
| (a) | 29 years credited service | \$2,900 |
| (b) | 28 years credited service | \$2,850 |
| (c) | 27 years credited service | \$2,800 |

Wages, without COLA and vacation entitlement, will be paid weekly on an hourly basis (2,080 hours per year) and will remain at that rate until 30 years of credited service is accrued.

(iv) Within ten (10) business days after the first date on which any employees are eligible to receive wage payments in accordance with Paragraph 2.B(iii) above, Delphi will establish a segregated payment account (the "Account") in an amount sufficient to fund the wage payments (the "Ceiling Amount"). The funds in the Account will be available to reimburse Delphi for the payment of weekly wage payments (which will be paid through Delphi's normal payroll process) under Paragraph 2.B(iii) above or for direct wage payments to employees entitled to receive such payments, as described in this Paragraph.

(a) Delphi shall not draw funds from the Account for purposes of this Paragraph until a date (the "Permitted Draw Down Date"), which shall be the later of the Final Election Date or the Adequate Funding Date (see definitions below). Prior to the Permitted Draw Down Date, payments to satisfy the obligations to employee participants pursuant to this Paragraph will be drawn from Delphi's available cash.

(b) If, on the Permitted Draw Down Date, the Anticipated Liability is less than the Ceiling Amount, Delphi shall be permitted to draw such funds out of the Account so that the balance remaining in the Account is equal to the Anticipated Liability.

The Final Election Date shall be the first of the month following the last day on which employees at New Brunswick can make an election to participate in the pre-retirement program described in Paragraph 2.B., or sooner if determined by the IUE-CWA-Delphi National Parties.

The Adequate Funding Date shall be the date on which the Ceiling Amount is greater than or equal to the Anticipated Liability.

The Anticipated Liability shall be an amount, calculated after the Final Election Date, sufficient to pay all of the remaining liabilities under Paragraph 2.B(iii) for all employees who have elected to participate in such program for the full remaining duration of such program. The Anticipated Liability shall be calculated based on the number of eligible employees, the remaining duration of the wage payments, and the applicable pay rates.

(c) The funds in the Account shall be available to satisfy the obligations of this Paragraph and for no other purpose. The Bankruptcy Court order approving this Agreement shall specifically provide that under no circumstances (including but not limited to conversion of Delphi's Chapter 11 cases to Chapter 7 proceedings) shall the assets in the Account be available to satisfy the claims of any party other than the employees. This Agreement is, in its entirety, contingent on entry of an order, which, to the satisfaction of the IUE-CWA and Delphi National Parties provides the protections described in this Paragraph.

C. For current employees who are participants in the Delphi HRP, a buyout of \$140,000 (with ten or more years of seniority) or a buy out of \$70,000 (with less than ten years of seniority), less applicable withholdings, to sever all ties with Delphi, except vested pension benefits. Also, the employees electing this option are eligible for up to \$2,100 per year pursuant to the terms of the Individual Upward Educational Plan for an additional two years beginning 8/1/06 and ending 7/31/08.

D. For current employees who are participants in the Delphi HRP, elect to remain on the active roll for one year and receive one year of health care (at a total cost to Delphi of up to \$15,000 depending on type of enrollee contract), and a weekly payment of \$2,403.84 (assuming \$15,000 enrollee contract), less withholdings, for one year (with ten or more years of seniority) or a weekly payment of \$1,057.69, less withholdings, for one year (with less than ten years of seniority) and sever all ties with Delphi, except vested pension benefits, if any, at the conclusion of the year. Also, the employees electing this option are eligible for up to \$2,100 per year pursuant to the terms of the Individual Upward Educational Plan for an additional two years beginning 8/1/06 and ending 7/31/08.

E. For competitive rate employees, who are not participants in the Delphi HRP, percentage buyout prorated against \$140,000 (with ten or more years of seniority), or against \$70,000 (with less than ten years of seniority but more than one year of seniority) less applicable withholdings, to sever all ties with Delphi. In each case, the buyout is calculated based upon the participant's competitive wage rate as a percentage of the maximum traditional wage rate for the participant's classification.

F. All participants in options A through F will be required to sign a release of all claims, except Workers Compensation claims.

3. New Brunswick employees, except those on a leave of absence, who have not selected, or who are not eligible to participate in one of the options identified above, are eligible for transfer, with seniority, to JCI effective 8/1/2006, at the

established New Brunswick Tier III rate and with JCI Benefit Plans coverages. The offer of employment with JCI will sever all ties to Delphi, except for current vested benefits, if any. Traditional wage rate employees accepting such transfer will receive a \$50,000 buy down (intended to represent an offset to a timed wage and benefit reduction) to the Tier III wage and the existing JCI benefit levels. Such employees transferred to JCI will be required to sign a release of all claims, except Workers Compensation, as a condition for receiving the \$50,000 buy down amount. Employees on a leave of absence, who do not participate in the Special Attrition Program, will be eligible for transfer to JCI upon the conclusion of their leave.

4. It is understood by all parties that JCI will employ approximately one hundred employees at the Tier III wage and JCI benefit levels. In the instance of excess employee participation in the Special Attrition Program, the lowest seniority employees will be retained for transfer to JCI and will not be permitted to participate in this Special Attrition Program, even if previously eligible, thereby providing JCI with a workforce of 100 employees. In the instance of insufficient participation in the Special Attrition Program, the 100 highest remaining seniority employees will transfer to JCI with eligibility for the \$50,000 buy down, if applicable, with the remaining lower seniority employees being separated from Delphi, thereby providing JCI with a workforce of 100 employees. The terms of the Delphi-IUE-CWA Agreements and the ESCOP 2000 Agreement in effect at the time of this Memorandum will apply to all such Tier III employees, unless specifically modified by this Memorandum, and until an Agreement is reached between the IUE -CWA and JCI. JCI is not assuming Delphi's benefit plans and will provide its own retirement benefits to employees who accept employment at New Brunswick, in accordance with the terms of the ESCOP 2000 Agreement.

5. Delphi and the IUE-CWA agree to the following:

A. Delphi will use temporary employees as needed to bridge any difficulties arising from the implementation of the Special Attrition Program;

B. Delphi and the IUE-CWA may agree to use separated employees as contract personnel on a case by case basis as needed to bridge any difficulties arising from the implementation of the Special Attrition Program; and

C. If during the remaining course of Delphi's bankruptcy, materially different Special Attrition Program financial incentives are negotiated between Delphi and the IUE -CWA for the option selected by the employee, it is understood that the employee will not be advantaged or disadvantaged.


6. The parties acknowledge that Delphi's participation in this Agreement is subject to (i) the approval of the U.S. Bankruptcy Court, which approval Delphi will seek at the next scheduled omnibus hearing; and (ii) the Closing of the sale of the New Brunswick Operations to JCI. In the event the Bankruptcy Court does not allow such participation, or the Closing does not occur, Delphi and the IUE-CWA will have no obligations hereunder.

7. A. The parties further agree that this Agreement is without prejudice to any party-in-interest in all other aspects of Delphi's Chapter 11 cases, including by illustration, all collective bargaining matters involving the parties, in any proceedings under Sections 1113 and/or 1114 of the Bankruptcy Code with respect to the IUE-CWA, in any pension termination proceeding under ERISA and/or the Bankruptcy Code, and all claims administration and allowance matters.

B. Nothing in this Agreement, the Bankruptcy Court's approval of this Agreement, or the performance of any obligations hereunder shall limit or otherwise modify: (i) Delphi's rights under Section 4041 of ERISA; or (ii) Delphi's rights under Section 1113 and/or 1114 of the Bankruptcy Code with regard to any obligations which pre-existed this Agreement (including pre-existing obligations referenced within this Agreement), such as (by way of illustration only) the obligation to maintain the hourly pension plan or provide retirees or active employees (including employees/retirees participating in the attrition programs contained in this Agreement) with levels of healthcare or other benefits as specified in pre-existing labor agreements.

C. Nothing contained herein, the Bankruptcy Court's approval of this Agreement, or the performance of any obligations hereunder shall constitute an assumption of any agreement described herein, including, without limitation any collective bargaining agreement between the IUE-CWA and Delphi, nor shall anything herein, the Bankruptcy Court's approval of this Agreement, or the performance of any obligations hereunder, be deemed to create or give rise to an administrative or priority claim or convert a prepetition claim into a postpetition claim or an administrative expense with respect to any party.

  
Delphi Corporation

  
International Union, IUE-CWA

  
Delphi Corporation

  
International Union, IUE-CWA

Date: 5/26/06

Date: 5-26-06

**EXHIBIT 1.21**

**REAL PROPERTY**

**U.S:** 760 Jersey Avenue  
New Brunswick, New Jersey 08903  
United States



**EXHIBIT 1.22**

**SALE APPROVAL ORDER**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
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ORDER UNDER 11 U.S.C. § 363(b) AND FED. R. BANKR. P. 2002 AND 6004 AUTHORIZING AND APPROVING DEBTORS' ENTRY INTO TRANSFER AGREEMENT WITH JOHNSON CONTROLS, INC. PROVIDING FOR (A) SALE OF ACQUIRED ASSETS FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES (B) CONTINUATION AND TRANSITION OF SUPPLY TO JOHNSON CONTROLS, INC. OF BATTERY PRODUCTS OUT OF FITZGERALD FACILITY AND (C) IMPLEMENTATION OF ATTRITION PLAN WITH RESPECT TO NEW BRUNSWICK FACILITY IN ACCORDANCE WITH IUE-CWA MEMORANDUM

("NEW BRUNSWICK TRANSFER ORDER")

Upon the motion, dated May 26, 2006 (the "Motion"), of Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order") pursuant to 11 U.S.C. § 363(b) and Fed. R. Bankr. P. 2002 and 6004 authorizing and approving the Debtors' entry into the Transfer Agreement dated May 26, 2006 by and between Delphi Automotive Systems LLC, a Debtor in these cases, and Johnson Controls, Inc. ("JCI"), a copy of which is attached hereto as Exhibit 1 (together, with the exhibits and schedules attached thereto, the "Transfer Agreement"), providing for (a) sale of certain assets (the "Acquired Assets") of the Debtors' battery manufacturing facility in New Brunswick, New Jersey (the "New Brunswick Facility") free and clear of liens, claims, and encumbrances (the "Sale"), (b) the continuation and transition of supply to JCI of battery products out of the Debtors' manufacturing facility in Fitzgerald, Georgia (the "Fitzgerald Facility"), and (c) implementation of an attrition plan with respect to the New Brunswick facility;

and upon the record of the hearing held on the Motion; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby  
FOUND AND DETERMINED THAT:<sup>1</sup>

A. The court has jurisdiction over the Motion and the transactions contemplated by the Transfer Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 363 of 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"), and Fed. R. Bankr. P. 2002 and 6004.

C. As evidenced by the affidavits of service previously filed with the Court, and based on the representations of counsel at the hearing on the Motion (the "Hearing"), (i) proper, timely, adequate and sufficient notice of the Motion, the Hearing and the sale of the Acquired Assets (as defined in the Transfer Agreement) has been provided in accordance with 11 U.S.C. §§ 102(l) and 363 and Fed. R. Bankr. P. 2002 and 6004, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Hearing, or the Sale is or shall be required.

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<sup>1</sup> Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

D. Each applicable Debtor (i) has full corporate power and authority to execute the Transfer Agreement and all other documents contemplated thereby, and the transfer and conveyance of the Acquired Assets by the Debtors has been duly and validly authorized by all necessary corporate action of each of the Debtors, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Transfer Agreement, and (iii) has taken all corporate action necessary to authorize and approve the Transfer Agreement and the consummation by such Debtor of the transactions contemplated thereby, and no consents or approvals, other than those expressly provided for in the Transfer Agreement, are required for each applicable Debtor to consummate such transactions.

E. Approval of the Transfer Agreement and consummation of the Sale at this time are in the best interests of the Debtors, their creditors, their estates, and other parties in interest.

F. The Debtors have demonstrated good, sufficient, and sound business purpose and justification in that, among other things, the Debtors and their advisors diligently and in good faith analyzed all other available options in connection with the disposition of the Acquired Assets and determined that the terms and conditions set forth in the Transfer Agreement, and the transfer to JCI of the Acquired Assets pursuant thereto, represent a fair and reasonable purchase price and constitute the highest and best value obtainable for the Acquired Assets. A sale of the Acquired Assets at this time to JCI pursuant to 11 U.S.C. § 363(b) is the most favorable alternative to minimize the Debtors' losses attributable to the Acquired Assets, and maximizes the Debtors' estates for the benefits of all constituencies. Delaying approval of the Sale might result in JCI's termination of the Transfer Agreement and may result in an

alternative outcome that will achieve less value and cause greater losses for the Debtors, their estates, and their creditors.

G. The Debtors have demonstrated good, sufficient, and sound business purpose and justification regarding the continuation and ultimate transition to JCI of the supply of battery products out of the Fitzgerald Facility pursuant to the Transfer Agreement.

H. The Debtors have demonstrated good, sufficient, and sound business purpose and justification in that, among other things, the Debtors and their advisors diligently and in good faith analyzed the terms and conditions of the IUE-CWA Memorandum (as defined below) and determined that the terms and conditions thereof and in particular the terms and conditions of the IUE-CWA New Brunswick Attrition Plan (as defined below) set forth in the IUE-CWA Memorandum is an appropriate plan under the circumstances and is in the best interests of the Debtors, their estates, and their creditors.

I. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including: (i) the Office of the United States Trustee for the Southern District of New York, (ii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon the Acquired Assets, including but not limited to environmental, employee, and product liability claims, (iii) all federal, state, and local regulatory or taxing authorities or recording offices, including but not limited environmental regulatory authorities, which have a reasonably known interest in the relief requested by the Motion, (iv) all entities known to have an interest in a transaction with respect to the Acquired Assets during the past six months, (v) the United States Attorney's office, (vi) the United States Department of Justice, (vii) the Securities and Exchange Commission, (viii) the Internal Revenue Service, (ix) all entities on the Master Service List (as defined by the

Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(M), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures (Docket No. 2883) (the "Supplemental Case Management Order")) and such other entities that are required to be served with notices under the Supplemental Case Management Order, (x) counsel for JCI, (xi) counsel for the Official Committee of Unsecured Creditors appointed in these chapter 11 cases, and (xii) counsel for the Official Committee of Equity Security Holders appointed in these chapter 11 cases.

J. JCI is not an "insider" of any of the Debtors, as that term is defined in 11 U.S.C. § 101(31).

K. The Transfer Agreement was negotiated, proposed, and entered into by the Debtors and JCI without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors nor JCI have engaged in any conduct that would cause or permit the Transfer Agreement to be avoided under 11 U.S.C. § 363(n).

L. JCI is a good faith purchaser under 11 U.S.C. § 363(m) and, as such, is entitled to all of the protections afforded thereby.

M. The consideration provided by JCI for the Acquired Assets pursuant to the Transfer Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Acquired Assets, (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

N. The transfer of the Acquired Assets to JCI will be a legal, valid, and effective transfer of the Acquired Assets, and, except as expressly permitted or otherwise specifically provided for in the Transfer Agreement or this Order, will vest JCI with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all liens, claims, and encumbrances, including, but not limited to those (A) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Debtors' or JCI's interest in the Acquired Assets, or any similar rights, (B) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' battery business prior to the transfer of the Acquired Assets to JCI, and (C) mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens (including, without limitation, mechanics', materialmen's, and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any Court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, transfer, receipt of income, or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, of any of the Debtors or any of the Debtors' predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), reclamation claims, obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfilled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or

unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (the items and concepts listed in (A), (B), and (C) above, collectively, the "Interests or Claims").

O. If the Sale of the Acquired Assets were not free and clear of all Interests or Claims as set forth in the Transfer Agreement and this Order, or if JCI would, or in the future could, be liable for any of the Interests or Claims as set forth in the Transfer Agreement and this Order, JCI would not have entered into the Transfer Agreement and would not consummate the Sale or the transactions contemplated by the Transfer Agreement, thus adversely affecting the Debtors, their estates, and their creditors.

P. The Debtors may sell their interests in the Acquired Assets free and clear of all Interests or Claims because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. All holders of Interests or Claims who did not object, or withdrew their objections to the Sale, are deemed to have consented to the Sale, pursuant to 11 U.S.C. § 363(f)(2). Those holders of Interests or Claims who did object fall within one or more of the other subsections of 11 U.S.C. § 363(f) and are adequately protected by having their Interests or Claims, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an Interest or Claim.

Q. The Debtors are authorized to sell, transfer, convey or assign to JCI, all of the Debtors' right, title, and interest (including common law rights) to all of their intangible



property included in the Acquired Assets to the broadest extent permitted by law and the terms of the Transfer Agreement.

R. Approval of the Transfer Agreement and consummation of the Sale of the Acquired Assets at this time are in the best interests of the Debtors, their creditors, their estates and other parties in interest.

S. The liabilities being assumed by JCI under the Transfer Agreement, including but not limited to those liabilities set forth on Exhibit 3.6H (Environmental Matters) and Exhibit 4.1 (Employee Matters) to the Transfer Agreement, are an integral part of the Acquired Assets being purchased by JCI and, accordingly, such assumption is reasonable, enhances the value of the Debtors' estates, and does not constitute unfair discrimination.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND  
DECREED THAT:

General Provisions

1. The Motion is GRANTED.

Approval Of The Transfer Agreement

2. Pursuant to 11 U.S.C. § 363(b), the Transfer Agreement, and all of the terms and conditions thereof, are hereby approved.
3. Pursuant to 11 U.S.C. § 363(b), the Debtors are authorized to perform their obligations under the Transfer Agreement and comply with the terms thereof and consummate the Sale in accordance with and subject to the terms and conditions of the Transfer Agreement.

4. Each of the signatories to the Transfer Agreement is directed to take all actions necessary or appropriate to effectuate the terms of this Order with respect to the Sale.

5. The Debtors are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement, the Transfer Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Transfer Agreement, and to take all further actions as may be requested by JCI for the purpose of assigning, transferring, granting, conveying, and conferring to JCI or reducing to possession, the Acquired Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Transfer Agreement.

6. This Order and the Transfer Agreement shall be binding in all respects upon all creditors (whether known or unknown) of any Debtor, JCI, all successors and assigns of JCI, the Debtors and their affiliates and subsidiaries, and any subsequent trustees appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code and shall not be subject to rejection. To the extent any provision of this Order is inconsistent with the terms of the Transfer Agreement, this Order shall govern.

7. The Transfer Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court; provided that any such modification, amendment, or supplement is not material.

#### Sale And Transfer Of The Acquired Assets

8. Except as expressly permitted or otherwise specifically provided for in the Transfer Agreement or this Order, pursuant to 11 U.S.C. §§ 363(b) and 363(f), upon the

consummation of the Transfer Agreement, the Acquired Assets shall be transferred to JCI free and clear of all Interests or Claims, with all such Interests or Claims to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto. Following the date of the completion of the transfer of the New Brunswick Facility to JCI under the Transfer Agreement (the "Completion Date"), no holder of any Interests or Claims in the Acquired Assets shall interfere with JCI's use and enjoyment of the Acquired Assets based on or related to such Interests or Claims, or any actions that the Debtors may take in their chapter 11 cases and no person shall take any action to prevent, interfere with or otherwise enjoin consummation of the transactions contemplated in or by the Transfer Agreement or this Order.

9. Except as expressly provided in the Transfer Agreement or this Order, other than the liabilities assumed under the Transfer Agreement, including but not limited to those liabilities set forth on Exhibit 3.6H (Environmental Matters) and Exhibit 4.1 (Employee Matters) to the Transfer Agreement, the sale, transfer, assignment, and delivery of the Acquired Assets pursuant to the Transfer Agreement shall not be subject to any Interests or Claims, and Interests or Claims of any kind or nature whatsoever shall attach only to the net proceeds of the Sale in their order of priority. All persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding Interests or Claims arising in any way in connection with any acts, or failure to act, of the Debtors or the Debtors' predecessors or affiliates, claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, or guaranties of any kind and nature against or in the Debtors or the Acquired Assets (whether legal or equitable,

secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to the Debtors, the Acquired Assets, the operation of the Debtors' battery business prior to the Completion Date, or the transfer of the Acquired Assets to JCI, hereby are, and will be, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Interests or Claims of any kind or nature whatsoever against JCI, its successors or assigns, their property, or any designee, such persons' or entities' Interests or Claims. Following the Completion Date, no holder of an Interest or Claim (other than holders of liabilities assumed under the Transfer Agreement, including but not limited to those liabilities set forth on Exhibit 3.6H (Environmental Matters) and Exhibit 4.1 (Employee Matters) to the Transfer Agreement, on account of such liabilities only) against the Debtors shall interfere with JCI's title to or use and enjoyment of the Acquired Assets based on or related to such Interests or Claims and all such Interests or Claims, if any, shall be and hereby are channeled, transferred and attached solely and exclusively to the proceeds of the Sale in their order of priority.

10. Except as expressly provided in the Transfer Agreement or this Order, the transfer of the Acquired Assets to JCI pursuant to the Transfer Agreement does not require any consents other than as specifically provided for in the Transfer Agreement and constitutes a legal, valid, and effective transfer of the Acquired Assets, and shall vest JCI with all right, title, and interest of the Debtors in and to the Acquired Assets free and clear of all Interests or Claims of any kind or nature whatsoever (except for the liabilities assumed under the Transfer Agreement, including but not limited to those liabilities set forth on Exhibit 3.6H (Environmental Matters) and Exhibit 4.1 (Employee Matters) to the Transfer Agreement).

11. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests or Claims against or in the Acquired Assets shall not have delivered the foregoing to the Debtors prior to the Completion Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Interests or Claims that the person or entity has with respect to the Acquired Assets, or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets and (b) JCI is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests or Claims in the Acquired Assets of any kind or nature whatsoever.

12. This Order (a) shall be effective as a determination that, on the Completion Date, all Interests or Claims of any kind or nature whatsoever existing as to the Debtors or the Acquired Assets prior to the Completion Date have been unconditionally released, discharged, and terminated (other than any surviving obligations), and that the conveyances described herein have been effected and (b) shall be binding upon and shall govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

13. Except as otherwise expressly provided in the Transfer Agreement, no person or entity, including, without limitation, any federal, state or local governmental agency, department or instrumentality, shall assert by suit or otherwise against JCI or its successors in interest any claim that they had, have or may have against the Debtors, or any liability, debt, or obligation relating to or arising from the Acquired Assets, or the Debtors' operation of the Business or use of the Acquired Assets, including, without limitation, any liabilities calculable by reference to the Debtors or their assets or operations, and all persons and entities are hereby enjoined from asserting against JCI in any way any such claims, liabilities, debts or obligations.

14. Except as expressly provided in the Transfer Agreement or this Order, JCI is not assuming nor shall it in any way whatsoever be liable or responsible, as a successor or otherwise, for any liabilities, debts, commitments, or obligations (whether known or unknown, disclosed or undisclosed, absolute, contingent, inchoate, fixed, or otherwise) of the Debtors or any liabilities, debts, commitments, or obligations in any way whatsoever relating to or arising from the Acquired Assets or the Debtors' operation of their business or use of the Acquired Assets on or prior to the Completion Date or any such liabilities, debts, commitments, or obligations that in any way whatsoever relate to periods on or prior to the Completion Date or are to be observed, paid, discharged, or performed on or prior to the Completion Date (in each case, including any liabilities that result from, relate to or arise out of tort or other product liability claims), or any liabilities calculable by reference to the Debtor or their assets or operations, or relating to continuing conditions existing on or prior to the Completion Date, which liabilities, debts, commitments, and obligations are hereby extinguished insofar as they may give rise to successor liability, without regard to whether the claimant asserting any such liabilities, debts, commitments, or obligations has delivered to JCI a release thereof. Without

limiting the generality of the foregoing, except as expressly provided in the Transfer Agreement or this Order, JCI shall not be liable or responsible, as a successor or otherwise, for the Debtors' liabilities, debts, commitments, or obligations, whether calculable by reference to the Debtors, arising on or prior to the Completion Date and under or in connection with (i) any employment or labor agreements (including, without limitation, the payment of wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any underfunding with respect to any and all pension plans) or any other payment to employees of Debtors while such individuals were employed by the Debtors), consulting agreements, severance arrangements, change-in-control agreements, or other similar agreement to which any Debtor is a party, (ii) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Debtors (including, without limitation, retention, benefit and/or incentive plan to which any Debtors are a party and relating to the battery business (including, without limitation, arising from or related to the rejection or other termination of any such agreement)), (iii) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, obligations that might otherwise arise from or pursuant to the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, COBRA, or the Worker Adjustment and Retraining Notification Act, (iv) workers' compensation, occupational disease, or unemployment or temporary disability insurance claims, (v) environmental liabilities, debts, claims, or obligations arising from

conditions first existing on or prior to Completion Date (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., (vi) any bulk sales or similar law, (vii) any liabilities, debts, commitments, or obligations of, or required to be paid by, the Debtors for any Taxes of any kind for any period, (viii) any liabilities, debts, commitments, or obligations for any Taxes relating to the business of the Debtors or the Acquired Assets for or applicable to the period prior to the Completion Date, (ix) any litigation relating to the Acquired Assets for or applicable to the period prior to the Completion Date, and (x) any products liability or similar claims, whether pursuant to any state or any federal laws or otherwise, relating to the Acquired Assets for or applicable to the period prior to the Completion Date. JCI shall in no way be deemed a party to or assignee of any such agreement set forth in (i), (ii), and (iii) above, and no employee of JCI shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are hereby enjoined from asserting against JCI any and all claims arising from or relating to such agreement. Any and all notices, if any, required to be given to the Debtors' employees pursuant to the Workers Adjustment and Retraining Notification Act, or any similar federal or state law, shall be the sole responsibility and obligation of the Debtors and JCI shall have no responsibility or liability therefore.

15. Upon the completion of the transactions contemplated by the Transfer Agreement, JCI shall not be deemed to (i) be the successor of the Debtors, (ii) have, de facto, or otherwise, merged with or into the Debtors, (iii) be a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors, or (iv) be liable for any acts or omissions of the Debtors in the conduct of the Debtors' business.



Continuation And Transition Of Supply Out Of Fitzgerald

16. The Debtors are hereby authorized to (a) continue manufacturing and supplying JCI with battery products manufactured at the Fitzgerald Facility in accordance with JCI's diminishing supply requirements and (b) to transition production of battery products manufactured at the Fitzgerald Facility to other JCI facilities.

17. The Debtors and JCI are each directed to take all actions necessary or appropriate to effectuate the terms of this Order with respect to the supply and transition of battery products from the Fitzgerald Facility.

IUE-CWA Consent And IUE-CWA New Brunswick Attrition Plan

18. The Debtors are hereby authorized to enter into the agreement by and among Delphi Corporation, the International Union, IUE-CWA and IUE-CWA Local 416 (collectively the "IUE-CWA") attached to the Transfer Agreement as Exhibit 1.13 thereto (the "IUE-CWA Memorandum") and to implement the terms of such IUE-CWA Memorandum, including without limitation (i) that certain attrition plan between Delphi and the IUE-CWA (the "IUE-CWA New Brunswick Attrition Plan") with respect to the New Brunswick Facility and (ii) that certain consent to the waiver of that certain no-sale clause and neutrality obligations (the "IUE-CWA Consent").

19. Each of the signatories to the IUE-CWA Memorandum is directed to take all actions necessary or appropriate to effectuate the terms of this Order with respect to the IUE-CWA Consent and the IUE-CWA New Brunswick Attrition Plan and the terms of the IUE-CWA Consent and the IUE-CWA New Brunswick Attrition Plan, including, without limitation, any

and all actions necessary or appropriate to its implementation of and performance under the IUE-CWA Consent and the IUE-CWA New Brunswick Attrition Plan.

Additional Provisions

20. The consideration provided by JCI for the Acquired Assets under the Transfer Agreement is hereby deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and under the laws of the United States, and any state, territory, possession, or the District of Columbia.

21. On the Completion Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Acquired Assets or a bill of sale transferring good and marketable title in such Acquired Assets to JCI on pursuant to the terms of the Transfer Agreement.

22. Except as otherwise provided in the Transfer Agreement, on the Completion Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release their respective Interests or Claims against the Acquired Assets, if any, as may have been recorded or may otherwise exist.

23. Each and every federal, state, and governmental agency or department, and any other person or entity, is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Transfer Agreement.

24. All entities who are currently, or as of the Completion Date may be, in possession of some or all of the Acquired Assets to be sold, transferred, or conveyed pursuant to

the Transfer Agreement are hereby directed to surrender possession of the Acquired Assets to JCI on the Completion Date.

25. The transactions contemplated by the Transfer Agreement are undertaken by JCI in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale of the Acquired Assets shall not affect the validity of the Sale to JCI, unless such authorization is duly stayed pending such appeal. JCI is a purchaser in good faith of the Acquired Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

26. The consideration paid by JCI in the Sale for the Acquired Assets under the Transfer Agreement is fair and reasonable, and may not be avoided or otherwise challenged under 11 U.S.C. § 363(n).

27. The Debtors, including but not limited to their respective officers, employees, and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Transfer Agreement and this Order. The Debtors shall be, and they hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this Order.

28. The terms and provisions of the Transfer Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, JCI, and its respective affiliates, successors, and assigns, and any affected third parties, including, but not limited to, all persons asserting an Interest or Claim in the Acquired Assets to be sold to JCI pursuant to the Transfer Agreement, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of

the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding.

29. Notwithstanding anything contained herein to the contrary, the term "Acquired Assets" as defined herein does not include property that is not property of the Debtors' estates, such as funds that are trust funds under any applicable state lien laws.

30. To the extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred, or conveyed to JCI on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale.

31. The failure specifically to include or to reference any particular provision of the Transfer Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Transfer Agreement be authorized and approved in their entirety.

32. The Transfer Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court; provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

33. The provisions of this Order are nonseverable and mutually dependent.

34. Nothing in this Order shall alter or amend the Transfer Agreement and the obligations of the Debtors and JCI thereunder.

35. This Court retains jurisdiction to enforce and implement the terms and provisions of the Transfer Agreement, all amendments thereto, any waivers and consents

thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Acquired Assets to JCI, (b) compel delivery of the purchase price, reimbursement of costs under the IUE-CWA New Brunswick Attrition Plan, or performance of other obligations owed to the Debtors pursuant to the Transfer Agreement, (c) resolve any disputes arising under or related to the Transfer Agreement, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this Order, and (e) protect JCI against any Interests or Claims against the Debtors or the Acquired Assets, of any kind or nature whatsoever, attaching to the proceeds of the Sale.

36. Notwithstanding Rule 6004(g) of the Federal Rules of Bankruptcy Procedure or any other Bankruptcy Rule, this Order shall take effect immediately upon its entry.

37. The requirement under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York  
June \_\_, 2006

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UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT 1.23**

**SELLER'S KNOWLEDGE**

**GENERAL:**

Ron Pogue

**EMPLOYEES:**

Charu Manocha

**EXHIBIT 2.2A**

**BILL OF SALE**

**BY THIS BILL OF SALE** made on \_\_\_\_\_, 200\_ by \_\_\_\_\_, a Delaware \_\_\_\_\_ ("Seller"), for good and valuable consideration paid by \_\_\_\_\_, a \_\_\_\_\_ corporation ("Buyer"), receipt and sufficiency of which consideration are acknowledged by Seller, pursuant to the terms and provisions of that certain Transfer Agreement dated \_\_\_\_\_, 2006 between Buyer and Seller (the "**Agreement**"), Seller does bargain, grant, sell, convey, assign, transfer and deliver to Buyer and its successors and assigns, all right, title and interest of Seller in and to the Personal Property and Inventory (as those terms are defined in the Agreement) listed on Attachment A hereto.

Notwithstanding the foregoing, the provisions of this Bill of Sale are subject, in all respects, to the terms and conditions of the Agreement and all the representations and warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this Bill of Sale as provided in the Agreement.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name:  
Title:

**ATTACHMENT A TO BILL OF SALE**



**Exhibit 3.6.H**

**ENVIRONMENTAL MATTERS**

**1. DEFINITIONS:**

**1.1 "Business"** has the same meaning as given in the Transfer Agreement.

**1.2 "Buyer"** has the same meaning as given in the Transfer Agreement.

**1.3 "Completion Date"** has the same meaning as given in the Transfer Agreement.

**1.4 "Competent Authority"** means a person, agency, department or subdivision thereof having governmental authority under an applicable Environmental Law, and/or a court or tribunal of competent jurisdiction.

**1.5 "Compliance Matter"** means an event, condition, activity, practice, action or omission at the Real Property which gives rise to a breach or violation of an Environmental Law, but which excludes Environmental Contamination.

**1.6 "Environment"** means any and all organisms (including humans), biota, ecosystems, land, natural resources, property, air, soil gas, water, groundwater, human beings, and buildings, fixtures and installations.

**1.7 "Environmental Claim"** means a notice, claim, demand, action, suit, complaint or proceeding by a Competent Authority or a Third Party alleging liability or potential liability arising out of an Environmental Law.

**1.8 "Environmental Contamination"** means the presence of a Hazardous Material at, in, under, on or about the Environment at the Real Property.

**1.9 "Environmental Damages"** means losses, liabilities, costs, damages fines, penalties and expenses (including reasonable expenses of investigation and attorneys' fees) arising out of an Environmental Law, but in all cases excluding losses, liabilities, costs, damages and expenses deemed consequential or loss of profit, and also excluding expenses of investigating information for the purposes of making a claim for indemnification under this Exhibit.

**1.10 "Environmental Law"** means, solely for those in force and effect as at the Closing date in the relevant jurisdiction, all applicable civil, criminal, administrative and any other federal, state, county and local (including common law) laws, rules, ordinances, orders, codes, guidance, directives, Environmental Permits (or lack thereof), approvals, decisions, decrees, remediation standards and regulations relating to or having the purpose or effect of the prevention of pollution or harm to the Environment or human health.

**1.11 "Environmental Permits"** means all licenses, consents, permits, registrations, approvals or authorizations made or issued by a Competent Authority under an Environmental Law in connection with the Business or the Real Property.

**1.12 "Hazardous Material"** means all matter (whether alone or in combination with other matter, and whether solid, liquid, gas or other state) which is a pollutant, contaminant, chemical, material, substance, constituent, or waste including without limitation petroleum, petroleum-based or petroleum-derived products, polychlorinated biphenyls, asbestos and asbestos-containing materials, and noxious, radioactive, flammable, corrosive, caustic materials, all of which are governed or regulated under an Environmental Law.

**1.13 "New Brunswick Real Property"** means the Real Property as defined in the Transfer Agreement.

**1.14 "Post-Closing Compliance Matter"** means a Compliance Matter first occurring after the Completion Date.

**1.15 "Post-Closing Environmental Contamination"** means Environmental Contamination first occurring after the Completion Date.

**1.16 "Post-Closing Off-Site Disposal Liability"** means liability for a Hazardous Material generated at the New Brunswick Real Property and disposed at a disposal site not at the New Brunswick Real Property, after the Completion Date, under an applicable Environmental Law.

**1.17 "Pre-Closing Compliance Matter"** means a Compliance Matter first occurring at prior to the Completion Date.

**1.18 "Pre-Closing Environmental Contamination"** means Environmental Contamination first occurring prior to the Completion Date.

**1.19 "Pre-Closing Off-Site Disposal Liability"** means liability for a Hazardous Material generated at the New Brunswick Real Property and disposed at a disposal site not at the New Brunswick Real Property, prior to the Completion Date, under an applicable Environmental Law.

**1.20 "Remedial Works"** means the works, designs, investigations and activities carried out by a Party in relation to Environmental Contamination, but excluding expenses of investigating information for the purposes of making a claim for indemnification under this Exhibit.

**1.21 "Remedy"** has the meaning given to it in Section 4 of this Exhibit.

**1.22 "Seller"** has the same meaning as given in the Transfer Agreement.

**1.23 "Third Party"** means any person not a Party or a Competent Authority.

**2. INDEMNIFICATIONS OF SELLER AND PURCHASER:**

**2.1** Subject to the provisions of this Exhibit, and solely with respect to the New Brunswick Real Property, the Seller shall indemnify the Buyer for Environmental Damages arising from Pre-Closing Environmental Contamination, Pre-Closing Compliance Matters or Pre-Closing Off-Site Liability.

**2.2** Subject to the provisions of this Exhibit, and solely with respect to the New Brunswick Real Property, the Buyer shall indemnify the Seller for Environmental Damages arising from Post-Closing Environmental Contamination, Post-Closing Off-Site Liability or Post-Closing Compliance Matters.

**2.3** Subject to the provisions of this Agreement, for those Environmental Damages arising from circumstances that may be considered both (i) Pre-Closing Environmental Contamination and Post-Closing Environmental Contamination, (ii) Pre-Closing Compliance Matters and Post-Closing Compliance Matters, or (iii) Pre-Closing Off-Site Liability and Post-Closing Off-Site Liability, such Environmental Damages shall be allocated between the Parties in proportion to the extent that such Environmental Damages arose pre- or post-Completion Date, and each Party shall indemnify the other for its share as determined by such allocation.

**3. LIMITATIONS ON LIABILITY.** Neither Party shall be liable under this Agreement for Environmental Damages:

**3.1** In the case of Environmental Claims arising from Pre-Closing Compliance Matters or Post-Closing Compliance Matters (as the case may be), unless written notice of such claim has been served on the non-claiming Party on or before eighteen (18) months following the Completion Date;

**3.2** In the case of Environmental Claims arising from a Pre-Closing Environmental Contamination, except for Remedial Works pursuant to clause 4.1 of this Exhibit, or Post-Closing Environmental Contamination (as the case may be), unless written notice of such claim has been served on the non-claiming Party on or before seven (7) years following the Completion Date. Remedial Works under clause 4.1 of this Exhibit shall be governed by the applicable statute of limitations under ISRA (as defined in clause 4.1 of this Exhibit).

**3.3** Except for Remedial Works under clause 4.1 of this Exhibit (for which Seller is solely responsible), subject to clauses 3.1 and 3.2 of this Exhibit, no Party will be liable to the other under this Exhibit unless and until the aggregate amount of all Environmental Claims each of which exceeds the amount set forth in this clause 3.3 and which are determined to be payable by the Party on which the claim is made exceeds \$500,000, and in such event the paying Party is liable solely for the amounts exceeding \$500,000. For all purposes under this Article 3 and Section 7.1 of the Agreement, the Deductible Amount with respect to environmental claims shall be (i) the \$500,000 amount referred to in this clause 3.3, less (ii) any amounts that may have been incurred by the relevant claiming party under environmental matters agreements entered into in connection with the sale of any of Seller's global battery operations to Buyer in 2005. The Cap Amount is as set forth Section 7.1.

**3.4** In the case of Environmental Damages arising from Pre-Closing Environmental Contamination, unless the claiming Party discovers the facts and circumstances giving rise to such claim solely in connection with an investigation

required by an applicable Environmental Law, an order by a Competent Authority, a final judgment of a claim by a Third Party, or settlement of a claim by a Third Party to which the non-claiming Party has agreed (such agreement not to be unreasonably withheld).

**3.5** Where Buyer uses the New Brunswick Real Property for a use other than an industrial use, or seeks to or changes the zoning or land use classification of the New Brunswick Real Property to a classification more sensitive than the industrial classification;

**3.6** Where, subject to clause 3.7 below, and insofar as the Parties agree to treat this Agreement and all information gathered, known or obtained as a result of the sale and purchase of the Business or performing any obligation or exercising any right under this Exhibit as confidential, for any Environmental Damages claims to the extent that such claim would not have arisen or was increased or made more costly as a result of the claiming Party or any of its respective employees, agents or contractors volunteering or disclosing information to any Competent Authority or Third Party without the prior written consent of the non-claiming Party;

**3.7** The following shall not be deemed to be or to have been volunteering or disclosing of information for the purpose of this clause 3.7:

(i) Where the disclosure is required by any law (including any Environmental Law),

(ii) Where the disclosure is specifically and formally required by any securities exchange or regulatory or other Competent Authority to which either Party is subject or submits wherever situated,

(iii) Where the information is clearly in the public domain through no fault of the claiming Party, or

(iv) Where the non-claiming Party has given prior written approval to the disclosure;

**3.8** To the extent the claiming Party did not take reasonable steps to avoid or mitigate any Environmental Damages, acting in a reasonable and cost-effective manner; in the case of an emergency, where a Party takes any action to avoid or mitigate any Environmental Damages, (a) it shall for the avoidance of doubt not be in breach of this Agreement and shall not be precluded from recovering its Environmental Damages provided that the claiming Party notifies the other Party of such circumstances as soon as reasonably practicable and provided that such actions or steps are the minimum necessary to avert the emergency; and (b) the reasonable costs and expenses of all steps taken pursuant to the duty to mitigate contained in this clause 3.8 shall be deemed to be Environmental Damages.

**3.9** Notwithstanding anything to the contrary in Section 7.1 of this Agreement, the Deductible Amount with respect to environmental claims shall be \$500,000 less any amounts that may have been incurred by the relevant claiming party under environmental matters agreements entered into in connection with the sale of any of Seller's global battery operations to Buyer in 2005. The Cap Amount is as set forth Section 7.1. Subject to clauses 3.1 and 3.2 of this Agreement, set forth in Subject to

clauses 4.1, 4.2 and 4.3 of this Agreement, unless and until the aggregate amount of all Environmental Claims each of which exceeds the amount set forth in clause 4.4 of this Agreement and which are determined to be payable by the Party on which the claim is made exceeds \$500,000, and in such event the paying Party is liable solely for the amounts exceeding \$500,000; provided, however, that with respect to Pre-Closing Compliance Matters and Pre-Closing Environmental Contamination referred to in Paragraph 2.2 for which Seller has warranted that it will effect the Remedy with respect to such Pre-Closing Compliance Matters and Pre-Closing Environmental Contamination, Seller shall pay all amounts necessary to effect the Remedy of such issues, which amounts shall not be included in determining when the aggregate amount of claims exceed \$500,000.

#### **4. REMEDICATION OF ENVIRONMENTAL DAMAGE:**

4.1 Seller shall file such papers, and conduct such investigation and remediation as required by the New Jersey Department of Environmental Protection ("NJDEP") to satisfy the requirements of the State of New Jersey's Industrial Site Recovery Act, N.J.S.A. 13.1K-6 *et seq.*, and regulations promulgated thereto, N.J.A.C. Title 7, Chapter 26B (collectively "ISRA"), as ISRA is in effect as of the date of the Put Completion Date, as follows: As soon as the Parties mutually agree that it is substantially certain that the third party consent needed prior to any exercise of the Put Option or Call Option will be obtained, Seller shall, pursuant to the requirements of ISRA, promptly prepare and submit to NJDEP a General Information Notice. Thereafter, with reasonable diligence, Seller shall, pursuant to ISRA, continue to undertake the activities and to submit the required documentation to NJDEP necessary to complete its responsibilities under ISRA, according to any schedule approved by NJDEP and consistent with NJDEP requirements. In all cases, Seller shall have the right at its sole discretion to seek reasonable extensions of the schedules approved by NJDEP where site conditions warrant. Where the State of New Jersey requires any consent agreement into which Seller, the State of New Jersey and Buyer must enter pursuant to ISRA, Buyer shall sign such consent agreement. Any such consent agreement shall be consistent with a remedial action for industrial property.

4.2 Where an Environmental Damage arises out of Environmental Contamination, the non-claiming Party shall be responsible for Remedial Works or the redressing of a Compliance Matter ("Remedy") to no less but no more than the minimum standards or levels of Environmental Laws; such Remedial Works may be determined using risk assessment and related risk evaluation methods.

4.3 The non-claiming Party shall, where a Remedy is required pursuant to this Agreement, have conduct of such Remedy.

4.4 The conduct of a Remedy shall be as follows:

- A. The non-claiming Party shall prepare appropriate work plans or scopes of work to satisfactorily undertake and complete the Remedy under this Agreement; such Party will provide the other Party with an opportunity to review and comment on such work plans or scopes of work, which comments the non-claiming Party may elect to

adopt where such comments do not increase any cost or liability of the Remedy;

B. The non-claiming Party shall, at its sole discretion, either:

(i) Determine to and obtain approval of the Remedy by the appropriate Competent Authority prior to implementation of the Remedy; when requested, the claiming Party shall cooperate with the non-claiming Party in any communications with the appropriate Competent Authority; after the non-claiming Party has obtained such approval, such Party shall provide notice of such approval to the claiming Party; or

(ii) Determine to implement the Remedy without first seeking approval from the appropriate Competent Authority; the non-claiming Party shall provide notice to the claiming Party of such determination at the time the non-claiming Party provides the claiming Party with the work plan or scope of work set forth in clause 4.4A of this Exhibit;

C. Where the Seller is the non-claiming Party, Seller will take all reasonable steps to avoid interfering with Buyer's operation of the Business or use of the Real Property, and Buyer will reasonably cooperate with Seller including providing access to the New Brunswick Real Property and the use of utilities in the conduct of the Remedy;

D. Where applicable the non-claiming Party shall provide copies of all relevant correspondence sent to and received from a Competent Authority, and keep the claiming Party reasonably apprised of the progress of the conduct of the Remedy; and

E. The conduct of the Remedy shall be deemed complete when, as the case may be:

(i) The non-claiming Party has received approval regarding the Remedy by an applicable Competent Authority; or

(ii) Subject to clause 4.2 of this Exhibit, the Remedy meets applicable standards which an applicable Environmental Law allows.

5. **TRANSFER OF PERMITS AND LICENSES.** On and after the Closing Date, Seller and Buyer shall cooperate in taking all reasonable steps to effect the transfer or procure the re-issuance of any Environmental Permits necessary to operate the Business.

**EXHIBIT 4.1**

**EMPLOYEE MATTERS**

**1. Definitions:**

A. **"Buyer Employee Benefit Plans"** means Buyer's pension, thrift, savings, profit sharing, retirement, bonus, incentive, health, dental, death, accident, disability, stock purchase, stock option, stock appreciation, stock bonus, executive or deferred compensation, hospitalization, "parachute", severance, vacation, sick leave, fringe or welfare benefits, any employment or consulting Contracts, "golden parachutes", collective bargaining agreements, "employee benefit plans" (as defined in Section 3(3) of ERISA), employee manuals and written or binding oral statements of policies, practices or understandings relating to employment.

B. **"Competitive Package"** means the wages and benefits payable to new hire U.S. Hourly Employees at the New Brunswick Facility under the Delphi-IUE-CWA Local Agreement.

C. **"Delphi-IUE-CWA Local Agreement"** means the local collectively bargained agreements in effect at the New Brunswick Facility, including but not limited to, the memorandum of understanding ("MOU") entitled "ESCOP Hiring Plan – Full and Temporary Part-Time Employees" dated June 3, 1998 ("ESCOP Hiring Plan"), the November 13, 2003 Local Seniority Agreement, a collective bargaining agreement between Seller and IUE-CWA Local 416, any letter agreements, MOUs (including the ESCOP Hiring Plan), and all applicable employee benefit plans, in effect between Seller and the IUE-CWA applicable only to the U.S. Hourly Employees.

D. **"Delphi-IUE-CWA National Agreement"** means the nationally negotiated collective bargaining agreements, including any letter agreements, MOUs, supplemental agreements and all applicable employee benefit plans in effect between Seller and the IUE-CWA.

E. **"Employment Rights"** means all obligations arising out of, or relating to, the employment relationship between the relevant company and the relevant employees, including, without limitation, payment of wages and salaries, employee benefits, taxes, vacation pay, sick leave and severance pay and any claims under any Laws dealing with employment.

F. **"IUE-CWA"** means the IUE-CWA, the Industrial Division of the Communication Workers of America, AFL-CIO and CLC.

G. **"Seller Employee Benefit Plans"** means Seller's pension, thrift, savings, profit sharing, retirement, bonus, incentive, health, dental, death, accident, disability, stock purchase, stock option, stock appreciation, stock bonus, executive or deferred compensation, hospitalization, "parachute", severance, vacation, sick leave, fringe or welfare benefits, any employment or consulting Contracts, "golden parachutes", collective bargaining agreements, "employee benefit plans" (as defined in Section 3(3) of ERISA), employee manuals, and written or binding oral statements of policies, practices or understandings relating to employment.

H. **"Successor Clause"** means Document 7 appended to the Delphi-IUE-CWA National Agreement.

I. **"Transferred U.S. Hourly Employees"** means those hourly employees of Seller hired by Buyer pursuant to Section 3.A(ii) below.

J. **"U.S. Hourly Employees"** means the hourly employees represented by the IUE-CWA who are employed by Seller at the New Brunswick, New Jersey plant immediately prior to the Completion Date and identified on Schedule 3.A(i) to this Exhibit 4.1 to be provided to Buyer by Seller concurrently with the Put Exercise Notice or within ten (10) days after Seller's receipt of a Call Exercise Notice, as applicable.

K. **"U.S. Salaried Employees"** means the salaried employees and hourly non-union employees who are employed by Seller at the New Brunswick, New Jersey plant immediately prior to the Completion Date.

**2. Pre-Completion Obligations of the Parties:**

A. Prior to Completion, Seller will:

(i) Endeavor to obtain Bankruptcy Court approval of the attrition plan set forth in the IUE Consent (attached as Exhibit 1.13 of this Agreement) and, upon receipt of necessary approvals, to implement the attrition plan set forth in Exhibit 1.13 (the **"Attrition Plan"**) to reduce the number of U.S. Hourly Employees to approximately one hundred (100) U.S. Hourly Employees, in accordance with the terms of the IUE Consent [JCI to confirm the number as soon as possible after the date of this Agreement and no later than 5 days before Delphi commences the Attrition Plan]; and

(ii) Take the lead in negotiating a plant-specific agreement and waiver of the Successor Clause, with Buyer's involvement as the parties deem appropriate.

B. If waiver of the Successor Clause is obtained before the Completion Date:

(i) Buyer will take the lead in negotiating a collective bargaining agreement with the IUE-CWA exclusive to the U.S. Hourly Employees at the New Brunswick, New Jersey plant; and

(ii) Buyer will endeavor to obtain mutually agreed competitive work practices in a collective bargaining agreement, comparable to Buyer's existing IUE-CWA agreements at Buyer's St. Joseph, Missouri and Geneva, Illinois facilities.

C. If waiver of the Successor Clause is not obtained before the Completion Date:

(i) Until the Completion Date, Seller will endeavor to obtain mutually agreed competitive work practices in a collective bargaining agreement with the



IUE-CWA, comparable to Buyer's collective bargaining agreements with the IUE-CWA at Buyer's St. Joseph, Missouri and Geneva, Illinois facilities;

Subparagraphs 2.C(i) and 2.C(v) notwithstanding, to the extent that Buyer has not negotiated its own local agreement prior to Completion, as outlined in Section 2.C(i), Buyer will assume the terms and conditions of the Delphi-IUE-CWA National Agreement and Delphi-IUE-CWA Local Agreement applicable as of the Completion Date as they relate to the U.S. Hourly Employees, except that Seller has secured in the IUE Consent a waiver of the unpublished "Neutrality" letter in the Delphi-IUE-CWA National Agreement. Seller agrees that it is not Seller's intent to negotiate an agreement with the IUE-CWA after the effective date of this Agreement and prior to Completion that would impose additional material obligations or costs upon Buyer. To that end, and except as otherwise agreed by Buyer, Buyer will not assume terms and conditions relating to the following specified matters contained in any MOU, collective bargaining agreement or other agreement negotiated after the effective date of this Agreement which:

- a. Contains terms that would apply to or affect other facilities of Buyer;
- b. Contains any additional job security provisions for new hires not set forth in the ESCOP Plan;
- c. Introduces severance provisions that would make it impracticable to reduce the workforce;
- d. Requires that Buyer assume any Seller Employee Benefit Plans or participate in any multi-employer plan; or
- e. Guarantees specific levels of manning or requires that the New Brunswick Plant be operated in any specific way for any specific period of time

(iii) In connection with the foregoing clause 2.C(ii), Buyer will act in good faith and will not act unreasonably in order to avoid taking the New Brunswick plant.

(iv) Seller reaffirms its commitment to consult with Buyer's lead bargainer on an ongoing basis in the course of collective bargaining, Buyer's involvement to include option to be present on the premises, participate in specified briefing sessions, provide proposals to Seller, and the like. If in the course of such bargaining, matters which would significantly adversely impact New Brunswick plant competitiveness (compared year over year) arise, Buyer will not be obligated to assume related commitments without Buyer's consent, not to be unreasonably withheld.

(v) Buyer will endeavor to obtain waiver of the Successor Clause and obtain competitive work practices in a collective bargaining agreement with the IUE-CWA, comparable to Buyer's existing collective bargaining agreements with the IUE-CWA at Buyer's St. Joseph, Missouri and Geneva, Illinois facilities; and

(vi) Seller will obtain a waiver of, or otherwise remedy, any other materially significant document related to the Delphi-IUE-CWA National or Local Agreements, if any, that was not made available to Seller prior to July 1, 2005.

D. If a mutually agreeable collective bargaining agreement between the IUE-CWA and JCI is ratified before completion, then the terms of such agreement would

apply to the Transferred U.S. Hourly Employees rather than the terms of Delphi's agreements referred to in Section 2.C(ii) above. In the event of any conflict with the above terms of this Article 2 and the terms of the Memorandum of Agreement between Delphi and the IUE-CWA attached as Exhibit 1.13 to this Agreement (the "Memorandum"), the terms of the Memorandum will govern.

**3. Obligations at Completion:**

**A. Buyer Obligations – U.S. Hourly Employees:**

(i) Within five (5) days prior to Completion, Seller will identify in a Schedule 3.A(i) to this Exhibit 4.1, in accordance with the terms of the Attrition Plan and Section 2.A(i) of this Exhibit 4.1, all U.S. Hourly Employees who are employed as of the Completion Date, by name, social security number, date of hire, job code and current hourly rate. Seller and Buyer will confirm Schedule 3.A(i) of this Exhibit 4.1 as of the day prior to the Completion Date.

(ii) Effective on the Completion Date, Buyer will offer employment to all U.S. Hourly Employees identified on Schedule 3.A(i) to Exhibit 4.1. U.S. Hourly Employees who accept Buyer's offer of employment (by reporting to work or otherwise acknowledging acceptance) will be referred to as Transferred U.S. Hourly Employees:

a. U.S. Hourly Employees who are included in Schedule 3.A(i) and are not active as of the Completion Date due to disability, layoff, family medical leave or other approved leave of absence may elect to transfer to Buyer under the terms of the Attrition Plan, and will remain Seller's responsibility until any such U.S. Hourly Employee is ready to return to active employment in accordance with Seller's leave policies.

b. Upon such U.S. Hourly Employee's return to active status, Buyer will offer employment in accordance with Section 3.A(ii) above, and, provided such individual accepts Buyer's offer of employment, will be considered a Transferred U.S. Hourly Employee as of such date. In the event that a U.S. Hourly Employee is seeking to return to active employment from a medical-based leave, such individual's fitness for active employment must be approved by both Seller and Buyer provided such does not violate any applicable collective bargaining agreement.

c. If Seller and Buyer do not agree as to such individual's fitness for active employment, the issue will be submitted to an independent medical evaluator, whose determination will be final and binding on the parties. The cost of such independent medical evaluation will be shared equally by the parties.

(iii) Consistent with Buyer's obligations under Section 2.C(ii) above, unless Buyer is otherwise able to negotiate a new collective bargaining agreement with the IUE-CWA for the Transferred U.S. Hourly Employees, Buyer will provide the Transferred U.S. Hourly Employees with the same level of wages and benefits as required under the Delphi-IUE-CWA National Agreement and

Delphi-IUE-CWA Local Agreement, as applicable, in effect as of the Completion Date.

(iv) Buyer will assume and recognize the seniority status for all purposes of continued employment with Buyer.

(v) Buyer will recognize a Transferred U.S. Hourly Employee's pre-Completion credited service with Seller for eligibility and vesting purposes but not benefit accrual purposes with respect to any Buyer Employee Benefit Plans. However, in no case will credited service be recognized under this provision if such recognition will cause a duplication of compensation or benefits as between Seller and Buyer.

(vi) Transferred U.S. Hourly Employees' and their Beneficiaries' participation in and eligibility for benefits under the Buyer Employee Benefit Plans will commence as of the Completion Date.

(vii) To the extent allowed under applicable law, Transferred U.S. Hourly Employees who become eligible for a distribution of their account balances in the Delphi Personal Savings Plan will be permitted, at their discretion, to transfer such account balances to Buyer's defined contribution plan. The manner of such transfer will be a direct rollover.

(viii) Seller will retain responsibility to administer and all liability for labor grievances and arbitration proceedings (collectively the "**Grievances**") involving claims incurred prior to the Completion Date. For a period of ninety (90) days following the Completion Date, Buyer will notify Seller of any Grievances filed after the Completion Date which relate to claims incurred prior to the Completion Date. Buyer will be responsible to administer and bear all liability for Grievances involving claims incurred after the Completion Date. To the extent the administration or resolution of any Grievances require both the Buyer's and Seller's participation, the following apply:

a. Buyer and Seller will cooperate in the defense of the Grievances.

b. Buyer will not settle any Grievance without Seller's consent if such settlement will result in liability or obligation for Seller. Such consent will not be unreasonably withheld.

c. Seller will not settle any Grievance without Buyer's consent if such settlement will result in liability for Buyer. Such consent will not be unreasonably withheld.

d. If the seniority of a Transferred U.S. Hourly Employee is reinstated as a result of the disposition of a Grievance or a court or administrative order, Buyer will reinstate the Transferred U.S. Hourly Employee as if the Transferred U.S. Hourly Employee had been a Transferred U.S. Hourly Employee as of the Completion Date.

e. For Transferred U.S. Hourly Employees who have been continuously employed, back pay liability to the extent relating to an event, occurrence or cause of action arising prior to the Completion Date will be allocated to Seller. Liability relating to an event, occurrence or cause of action arising subsequent to the Completion Date will be allocated to Buyer, including but not limited to costs or other liability incurred by Seller as a result of loss of employment with Buyer, within one (1) year following Completion, by any Transferred U.S. Hourly Employee for any reason other than good cause relating to misconduct or performance under the applicable discipline procedure.

f. For U.S. Hourly Employees who become Transferred U.S. Hourly Employees because they are reinstated through the grievance procedure, back pay liability relating to periods prior to the Completion Date will be allocated to Seller. Liability relating to periods subsequent to the Completion Date will be allocated to Seller.

g. The parties will discuss treatment of Grievances involving unusual circumstances or events that continue before and after the Completion Date.

h. If either party withholds consent to a settlement or processing of a Grievance recommended by the other party or elects to continue to defend the Grievance, then such party will be liable for the portion of the back pay or other liability resulting from the ultimate disposition of such Grievance (or subsequent settlement) which is in excess of the liability that would have resulted from the settlement recommended and rejected.

(ix) Subject to Seller's obligations under Section 3.C(iv)a, liabilities, obligations, commitments, costs and expenses for workers' compensation benefits related to injuries or illnesses incurred by Transferred U.S. Hourly Employees after the Completion Date, will be the responsibility of Buyer.

(x) Buyer will not assume any Seller Employee Benefit Plans.

(xi) At Completion, Buyer will pay Seller \$12.5 million USD by wire transfer in accordance with wiring instructions to be provided by Seller before Completion, to reimburse Seller for costs incurred by Seller under the Attrition Plan, which costs would otherwise have been payable by Buyer under a predecessor agreement between the parties.

**B. Buyer Obligations – U.S. Salaried Employees:**

(i) Buyer will offer employment to all U.S. Salaried Employees, except as otherwise agreed by the parties prior to the time such offers have been made. Buyer's employment offers to U.S. Salaried Employees will include salary and benefit packages substantially comparable in the aggregate to those provided by Seller immediately prior to the Completion Date. Prior to tendering such offers, Buyer will provide Seller with information sufficient to satisfy Seller that such offers meet the "substantially comparable in the aggregate"

requirement. Seller's satisfaction that Buyer's offer meets this requirement may not be unreasonably withheld. Buyer will assume all Employment Rights relating to the U.S. Salaried Employees whom Buyer employs incurred on and after the date of hire. U.S. Salaried Employees whom Buyer hires will be subject to Buyer's policies and procedures, including any requirement that they execute agreements providing for the protection of Buyer's confidential information and adherence to Buyer's business conduct guidelines.

(ii) Buyer will recognize the length of service date and all credited service at Seller that the U.S. Salaried Employees whom Buyer hires accrued at Seller for purposes of vesting and eligibility (but not benefit accrual) under the Buyer Employee Benefit Plans.

**C. Seller Obligations – U.S. Hourly Employees:**

(i) Seller will remain responsible for all Employment Rights of the U.S. Hourly Employees incurred or vesting prior to the date when they become Transferred U.S. Hourly Employees, except as otherwise provided herein. In accordance with the terms of the Attrition Plan, all Transferred U.S. Hourly Employees will transfer at the established New Brunswick Tier III rate and benefits in accordance with applicable terms of the Delphi-IUE-CWA Local Agreement and the Delphi-IUE-CWA National Agreement in effect at Completion, or such other agreement as may be applicable under Section 2.D of this Exhibit 4.1.

(ii) Transferred U.S. Hourly Employees' and their Beneficiaries' participation in and eligibility for benefits under the Seller Employee Benefit Plans will cease as of the Completion Date. Notwithstanding the preceding sentence, the Seller Employee Benefit Plans will retain liability for all claims incurred by the Transferred U.S. Hourly Employees and their Beneficiaries on or prior to the Completion Date, including claims which are not submitted until after the Completion Date. A claim will be deemed incurred, as applicable:

a. On the date of the occurrence of death or dismemberment in the case of claims under life insurance and accidental death and dismemberment Seller Employee Benefit Plans;

b. On the date on which the service or treatment is provided in the case of claims under medical, hospital, dental and similar Seller Employee Benefit Plans; or

c. On the date following a Transferred U.S. Hourly Employee's last day worked on which a physician legally licensed to practice medicine certifies to total disability under the applicable disability Seller Employee Benefit Plans.

(iii) Regardless of the vesting date, Seller will pay to each Transferred U.S. Hourly Employee the amount of all accrued and unutilized vacation pay and any profit sharing due for the calendar year in which the Completion Date occurs on a pro-rata basis using the number of days worked by the Transferred U.S. Hourly Employees for Seller.

(iv) Seller will retain responsibility for:

a. All liabilities, obligations, commitments, costs and expenses for workers' compensation benefits related to injuries or illnesses incurred by Transferred U.S. Hourly Employees on or prior to the Completion Date and the pro rata portion, based on years of credited service with Seller compared with total years of credited service with Seller and Buyer, of liabilities, obligations, commitments, costs and expenses for workers' compensation benefits related to post-Completion Date exacerbation of pre-Completion Date injuries or illnesses; and

b. Claims of the Transferred U.S. Hourly Employees (or a dependent thereof who becomes a "qualified beneficiary" within the meaning of Section 4980B(g)(1) of the Internal Revenue Code) related to compliance with the requirements of continuation coverage under Section 4980B of the Internal Revenue Code or Section 601 of ERISA or as the result of any "qualifying event" within the meaning of Section 4980B(f)(3) of the Internal Revenue Code which occurs on or prior to the Completion Date.

**4. Allocation of Liability; Indemnification; Cooperation:**

**A. Buyer's Obligations:**

(i) In general, subject to other more specific provisions contained in this Agreement, Buyer will be responsible for and will bear all liability incurred after the Completion Date for Employment Rights of the Transferred U.S. Hourly Employees and U.S. Salaried Employees whom Buyer hires.

(ii) Buyer will defend, indemnify and hold harmless Seller, its past and present employees, agents, representatives, shareholders, officers, directors, affiliates and assigns and successors, from and against all claims, actions, damages, liabilities, causes of action, losses, costs and expenses (including attorney's fees and defense costs), relating to:

a. Any Employment Rights of any of the Transferred U.S. Hourly Employees, any U.S. Salaried Employees whom Buyer hires, and any person employed by Buyer after the Completion Date who is not a Transferred U.S. Hourly Employee or U.S. Salaried Employee, for any claims relating to or arising from events occurring after the Completion Date; and

b. Buyer's failure to comply with the terms of this Exhibit 4.1.

**B. Seller's Obligations:**

(i) In general, subject to other more specific provisions contained in this Agreement, Seller will be responsible for and will bear all liability incurred on or prior to the Completion Date for Employment Rights of the U.S. Hourly Employees and U.S. Salaried Employees.

(ii) Seller will defend, indemnify and hold harmless Buyer, its past and present employees, agents, representatives, shareholders, officers, directors, affiliates and assigns and successors, from and against all claims, actions, damages, liabilities, causes of action, losses, costs and expenses (including attorney's fees and defense costs), relating to:

a. Any Employment Rights of any of the Transferred U.S. Hourly Employees, or of any person employed by Seller prior to the Completion Date who is not a Transferred U.S. Hourly Employee, for any claims relating to or arising from events occurring on or prior to the transfer to Buyer;

b. Seller's failure to comply with the terms of this Exhibit 4.1; and

c. Any Employment Rights of U.S. Salaried Employees who do not accept Buyer's offer of employment; provided, however, that such offer complies with the "substantially comparable in the aggregate" requirement of Section 3.B(i).

**C. Cooperation:**

Seller and Buyer agree to provide each other with such records and information and otherwise cooperate as may be reasonably necessary or appropriate to carry out their respective obligations under this Exhibit 4.1.